V.P.S.B. No. 6

CENTRAL VERMONT PUBLIC SERVICE CORPORATION $\label{eq:rutland} \text{RUTLAND, VERMONT}$

SCHEDULE OF RATES

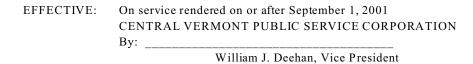
FOR THE RETAIL DELIVERY OF ELECTRIC SERVICE

Effective in all territory served by the Company

CENTRAL VERMONT PUBLIC SERVICE CORPORATION

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1. APPLICATION AND CONTRACT

Application

Written applications for the delivery of electric service, including requests for changes in type or amount of service, may be required from each Customer. Prospective Customers should make application for service with the Company a reasonable time in advance of the commencement of service or when change in service is desired.

Forms for this application, together with the schedule or rates, rules and regulations shall be furnished upon request at the Company's office. Requests for Customer name change within a family or business unit will not be accepted except for good cause.

Service Information From Company

Upon receipt of an application from a Prospective Customer setting forth the location of the premises to be served, the extent of service to be required and other pertinent information, the Company shall advise the Customer of the type and character of the service it will furnish, the point at which service will be delivered, and the location to be provided for the Company's metering equipment.

Acceptance of Application or Contract

If an application for service is accepted by the Company's duly authorized agent, or if service is supplied according to the provisions of such application or pursuant to contract either without modification or with supplemental agreement it shall constitute an agreement between the Customer and the Company for the supply of service.

Service Without Contract

Use of service shall cause the user of the service to become subject to the Company's rules and regulations whether service is furnished pursuant to contract, agreement, application or otherwise.

Right to Reject Applications

The Company may reject any application for a class of service not available under a standard rate or which involves unreasonable investment in order to furnish satisfactory service.

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	By:
	William J. Deehan, Vice President

1. APPLICATION AND CONTRACT (Cont'd)

Unauthorized Use

An unauthorized connection to the Company's service facilities or the use of service without the knowledge or permission of the Company shall be deemed sufficient justification for the Company to discontinue service after proper notification. The use of service, without notice to the Company to enable it to read its meters on the user's premises, may render the user liable for any amount due for service supplied to the premises since the last reading of the meter immediately preceding the user's occupancy, as shown by the Company's books.

2. <u>CLASSIFICATION OF CUSTOMERS</u>

Residential Service Customers
General Service Customers
Primary Service Customers
Transmission Service Customers
Municipal Street Lighting Customers
Security Lighting Customers

It is the purpose of the Company to provide each Customer as defined herein with proper metering equipment, and the readings indicated thereon shall be the basis for computing the monthly charges.

A consumer constituting more than one Customer as defined herein, shall not have his different readings cumulated. Each Customer shall be billed separately on his meter reading, and at the rate applicable to his particular installation.

The Company classification of Customers is defined as follows:

A RESIDENTIAL SERVICE CUSTOMER is defined as a single private residence, an individual apartment, or a farm that uses single phase service at secondary voltage only. Farm service must include residential use supplied through the same meter.

A GENERAL SERVICE CUSTOMER is defined as any consumer of electric service not meeting the applicable provisions of one of the Company's rates designated for specific types of service.

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2. <u>CLASSIFICATION OF CUSTOMERS (Cont'd)</u>

A PRIMARY SERVICE CUSTOMER is one taking service directly from the Company's distribution system at a nominal voltage of 2.4 Kv to 34.5 Kv. Customers receiving service shall own and maintain all required transformers, voltage regulation equipment, protective devices and all associated structures required to utilize the Company's service.

A TRANSMISSION SERVICE CUSTOMER is one taking service directly from the Company's transmission system at a nominal voltage of 33 Kv. 44 Kv or 69 Kv. Customers receiving service shall own and maintain all required transformers, voltage regulation equipment, protective devices and all associated structures required to utilize the Company's service.

A MUNICIPAL STREET LIGHTING CUSTOMER is any municipal organization purchasing street and highway lighting service from the Company on the basis of a fixed monthly or daily charge which shall include the charge for the use of standard Company owned lighting equipment.

A SECURITY LIGHTING CUSTOMER is any individual or organization, other than a municipality, purchasing lighting service from the Company on the basis of a fixed monthly or daily charge which shall include the charge for the use of standard Company owned lighting equipment.

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4. TRIAL INSTALLATIONS

In some cases of new applications of the Company's service, it may not be possible to determine the relative advantages of electric service as compared with other sources of energy. Provided it has spare line capacity, the Company may furnish service in such cases at any time for a trial installation, the period of such trial to be as short as possible, and not in any case to exceed twelve months. Such service as the Company furnishes under this trial installation shall be paid for by the Customer at such a price as shall at least pay the Company for the cost of rendering the service, and of performing all work in connection therewith, but in no case shall the price paid for such trial installation exceed the applicable tariff rate .

5. SHORT TERM SERVICE

The short term Customer is a transient Customer who requires electric delivery service for a short period of time in any given year. Where the expense of providing short term service involves more than the setting of a meter, the Customer shall be required to pay for the cost of connecting and disconnecting service, and may be required to make advance payment.

6. METERS AND METER READING

The Company is the exclusive provider of metering service in its service area. ESP's shall bill for generation service during the identical billing interval as employed by the Company. The Company shall upon request provide _____ 15 minute interval data. The charge for providing such signal shall be ____ per thirty (30) day period. In the event the Company is unable to obtain meter readings, or deems it impracticable to make monthly or bi-monthly readings, the Company shall have the right to render a bill based on an estimated consumption. The Company agrees to send its representatives to read all such Customer's meters at least every six months , and such meter readings shall be the basis of any billing adjustments necessary to reconcile the billing with the actual consumption by the Customer up to the date of said meter reading by a Company representative.

Each Customer shall exercise reasonable care to prevent theft of, damage to, or interference with meters and other Company property located on the Customer's premises. The Customer shall also furnish sufficient and proper space for meter installation, which shall be readily accessible to Company employees.

7. <u>CHARGES AND PAYMENTS</u>

No officer or agent of this Company shall charge, demand, collect or receive a greater or less or different compensation for supplying electricity delivery service than the rates and charges applicable

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7. <u>CHARGES AND PAYMENTS</u> (Cont'd)

to such service as specified in its published schedule in effect at the time, nor shall the Company or any of its agents refund or remit any portion of the rates or charges as specified.

Each Customer is entitled to service at the lowest available rate. The Company will endeavor to assist a Customer at any time in the selection of a rate schedule which may be most favorable to his requirements on an annual basis, and for which all applicable provisions are met, but in no way does the Company make any warranty, expressed or implied, as to the rate schedule favorable to the future service requirements of the Customer. Any change in rate shall not be retroactive.

It is in the best interest of the Company and the Customer to provide electric delivery service to Prospective Customers with as little inconvenience as possible, consistent with prudent management practices, and fairness to all of the Company's Customers. Deposits should be obtained from as few people as possible without exposing the Company and the other Customers unduly to eventual financial loss.

Deposits required from Customers either for obtaining or continuing (i.e., restoring) service shall be as follows:

Other Than Residential Customers

For General Service Customers and for Primary Service, Transmission Service, Municipal Street Lighting, or Security Lighting Customers, the Company will collect a deposit equal to two-twelfths and one-twelfth, respectively, of the reasonably estimate annual billing for the ensuing twelve months, unless the Customer has established a satisfactory payment record with the Company or can provide a satisfactory reference from another electric utility. When the organization requesting electric delivery service is a corporation which has existed for less than one year, and if the corporation is unable to provide a satisfactory credit rating, the Company may also require personal guarantees from someone who has a satisfactory credit rating including any of the organization's principals.

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A Budget Billing Plan is available for year-round Residential and General Service Customers being billed under the provisions of rates 1,2,3,8,9 and 11. Billings under the plan will be rendered monthly and will reflect one-twelfth, or one-eleventh with the approval of the Customer, of the sum of the most current 12 months' billing history, if available. If 12 month data is not available, billing will normally be computed by dividing the sum of available Customer's billings by the number of months available history. A General Service Customer may qualify for the Budget Billing Plan by paying, within 25 days of the billing date of Customer's current bill, any previous balance that appears on his current bill plus one-half of the current billing. This payment is to be made prior to establishment of billing under the Budget Billing Plan.

A year-round primary residential customer may qualify for the plan during any month of the year and may pay a past due amount concurrently with the plan. For primary residential customers, a budget payment plan shall be based on the customer's recent twelve-month consumption, adjusted for known changes including anticipated length of occupancy. If twelve months of billing data are not available for the customer, then twelve months of billing data for the premises shall be used. If twelve months of billing data are not available for the premises, then the utility shall estimate the future consumption over the next twelve-month period.

Accounts of Customers which remain unpaid for a period of sixty (60) days from the billing date will be removed from the plan. In such instances, the Customer will be ineligible for reinstatement of billing under the plan for a period of twelve months.

Customers billed under the Budget Billing Plan shall be subject to disconnection for nonpayment under the same rules as monthly billed Customers not receiving service under the plan.

Every month a Customer billed under the provisions of the Budget Billing Plan will receive the same detailed billing information on the billing statement as a Customer who is not receiving service under the plan, as well as the amount due under the Budget Billing Plan. For the succeeding month, the billing will be recalculated as described above. Whenever it is impossible for the Company to obtain a regular meter reading, the billing for that month will remain at the same level as the previous billing. When a meter reading is obtained, the succeeding monthly billing amount will be recalculated.

Changes in rates will be reflected in the determination of the billing amount under the plan. Customers receiving default service shall not be eligible for billing under the provisions of the Company's Budget Billing Plan.

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7. <u>CHARGES AND PAYMENTS</u> (Cont'd)

Customers billed under the plan may terminate the plan at anytime.

Customers for which the plan is terminated will receive billing of all balances due. Such amounts will be due and payable as if rendered as a regular billing.

Return of Deposits

The Company shall pay interest compounded annually at a rate equal to the Prime Lending Rate per annum as reported by the Federal Reserve Bank of New York, on November 1 of the preceding calendar year minus two hundred basis points (2.0%) on such deposits and shall credit the amount of interest accrued in the prior year against the bill rendered for consumption during the next regular billing period following December 31 of the prior year. Said Prime Lending Rate is to be fixed for each calendar year. Deposits shall be refunded promptly with accrued interest at the termination of utility service, or if the Customer's account is current and the customer, for a period of twelve consecutive months from an anniversary date of the deposit, has not been disconnected and has received no more than three disconnection notices.

The Company, on its own decision only, may refund all or part of a Customer's deposit plus accrued interest, after a shorter period than twelve (12) consecutive months.

When it is necessary to apply a Customer's deposit against the Customer's liability to the Company, the amount credited shall be the amount of the deposit plus accrued interest.

Terms

Bills are rendered after each meter reading, monthly or bimonthly at the option of the Company, and are due when presented unless other terms are provided for in the specific rate on which service is rendered or unless the Company and Customer have entered into a repayment agreement to address a delinquency and that agreement specifies an alternative payment schedule. After a bill becomes overdue, and after giving suitable notice as detailed in sheets 15.5-1 through 15.5-6, such as first class mail to last known billing address, the Company may discontinue service for nonpayment. The Company shall not bill for power supply service provided by the Customer's ESP. In those situations where the Company sends a representative to the Customer's premises for the purpose of disconnecting service and the Customer then and there renders payment in full of the bill to prevent disconnection, service shall not be disconnected. The Company shall make a charge of \$20.00 when required to send a representative to the Customer's premises in such situations more often than once in any 24 month period. When service has been disconnected for nonpayment, or at the Customer's request and the Company is required to make a special trip to the Customer's premises, there will be a charge of \$20.00 for reconnection or

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7. CHARGES AND PAYMENTS (Cont'd.) reestablishment during normal working hours and a charge of \$60 when reconnection is requested at times other than normal working hours. When a trip is not required in connection with the reestablishment of service, the charge shall be \$10.00. When the cause for disconnection of service has been removed or when an agreement has been reached between the Company and the Customer regarding the dispute which led to the disconnection, service shall be reinstated. When the Company is requested by the Customer to make a special meter reading at other than regular billing times, or to establish a new account for a Customer, there shall be a charge of \$10.00 for such service.

Each Customer shall be responsible for all charges for electricity furnished under any agreement until the end of the term thereof and thereafter until such time as he shall have given the Company reasonable notice in writing of his desire to have the service discontinued. Reasonable notice shall be that provided to the Company at least two (2) business days prior to the day the customer wishes to terminate service unless a longer period is specified in the Company's tariff for that rate on which the customer is served.

When it is necessary to construct lines or other Company owned facilities in locations which will subject the Company to an annual fee or other charge (i.e., railroad crossings) directly associated with the existence of such facilities, Customers directly benefitting from the existence of the Company owned facilities shall reimburse the Company annually for such charges.

If any obstruction, bypass, retarder or any other device which will impair the accuracy of the Company's meter or prevent proper measurement of the quantity consumed is found on the Customer's premises, or if any fraud upon the Company is practiced upon the Customer's premises, the Company may, after giving four (4) days notice as required by law, discontinue the delivery of electric energy to the Customer and remove its meter, apparatus and wires. Service will not be restored to such a Customer until he has paid the Company all damages occasioned or sustained, including the full cost or expense of removing and restoring the meter, apparatus and service lateral; and the cost incurred by the Company for investigation and inspection, and for any protective devises, as may reasonably be required or necessary; and the full amount of any bill of estimated consumption usage as provided by PART 13 NONREGISTRATION OF METER of these rules and regulations.

7A. <u>SERVICE DISCONNECTION</u> - RESIDENTIAL Section 1. Applicability

These disconnection rules and regulations shall apply to all residential electric delivery service Customers of this Company.

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7B. SERVICE DISCONNECTION - NONRESIDENTIAL

Section 1. Definitions

The following definitions apply to nonresidential disconnections:

- (A) <u>Disconnection</u>: deliberate interruption or disconnection of utility delivery service to a ratepayer by the Company, not including disconnection at the request of or with the permission of the ratepayer.
- (B) <u>Delinquency</u>: failure of the ratepayer to tender payment for a valid bill or charge (1) within thirty days of the postmark date of that bill or charge, or (2) by a "due date" at least thirty days after mailing, which shall be printed on the bill and which shall control in the absence of a postmark.
- (C) <u>Notice</u>: except where otherwise provided or where the context otherwise requires, notice shall mean written notice on a form approved by the Board, mailed or delivered within forty-five days after delinquency, but not more than twenty days, nor less than fourteen days -- five if the ratepayer has failed to abide by terms of an agreement --prior to the disconnection of service.

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12. STREET PERMITS

The Company shall make, or cause to be made, application for any necessary street permits, and shall not be required to deliver electric service until a reasonable time after such permits are granted. The Customer shall obtain or cause to be obtained, all permits except street permits or certain certificates necessary to give the Company or its agents access to the equipment, and to enable its conductors to be connected therewith, or for any other purposes.

13. NON-REGISTRATION OF METER

In case a meter fails to register the full amount of electricity consumed, the amount of the bill will be estimated by the Company based upon consumption during the periods immediately preceding and subsequent to such defective registration by the meter.

14. FOREIGN ELECTRICITY

The Customer shall notify the Company, in writing, of any on-site sources of electric generation, except net metering customers, and shall not operate such generation in parallel with the Company's system without the written consent of the Company. Violation of this rule shall authorize the Company to disconnect its system from that of the Customer.

All power generated on site/and or generated and distributed across Company facilities shall be subject to the charges applicable to delivery service as provided for herein. The Customer shall register as an ESP with the PSB and be subject to all ESP requirements.

15. REDISTRIBUTION OF ELECTRICITY

Electricity shall be consumed by the Customer to whom the Company delivers such energy and it shall not be redistributed to other parties unless the Customer is an ESP.

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16. LOAD INTERRUPTION

Although the Company shall endeavor to make the service rendered as continuous and uninterrupted as it reasonably can, electric delivery service is subject to variations in its characteristically and/or interruptions to its continuity. Therefore, the characteristics of the electric delivery service may be varied and/or such service to any Customer or Customers may be interrupted, curtailed, or suspended in the following described circumstances; and the obligations of the Company to render service under this tariff are subject to such variance, interruption, curtailment or suspension:

- (a) When necessary to prevent injury to persons or damage to property.
- (b) When necessary to permit the Company to make repairs to or changes and improvements in a part or parts of the Company's electrical facilities; such action to be taken upon reasonable notice to the Customers to be affected, if practicable, or without any notice in an emergency when such notification would be impracticable or would prolong a dangerous situation.
- (c) When conditions in a part or parts of the interconnected transmission-generation system of which the Company's facilities are a part make it appear necessary for the common good.
- (d) When such variance, including a reversal of supply, or such interruption, curtailment or suspension is caused by war, flood, wind, storm, drought, strike or other cause beyond the control the Company, or by any cause except willful default or neglect on the Company's part.

17. COMPLIANCE WITH RULES AND REGULATIONS

The Company shall have the right to discontinue its delivery service after giving notice of service termination, where possible, in cases where the Customer fails to comply with or perform any conditions or obligations of these Rules and Regulations, or any other agreement with the Company.

This Tariff is subject to modification or alteration from time to time when such modifications or alterations are filed with the Public Service Board of the Sate of Vermont and are ordered or allowed to become effective by said Board.

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1.0 RETAIL ACCESS PROGRAM

The Retail Open Access Program is defined as the transmission, distribution and delivery by the Company to the customer of electricity furnished by a third party to the customer pursuant to the provisions of this Tariff.

1.1 PURPOSE

- 1.1.1 This Tariff governs: (1) Delivery Service to customers who purchase electric energy and capacity from an Energy Service Provider ("ESP") or otherwise cause electricity to flow across the Company's facilities to other loads; and (2) participation of ESPs in the Company's Retail Open Access Program. "Delivery Service" is defined as the transmission and distribution of electricity to a customer by the Company. "Generation Service" is defined as providing electricity, including capacity and ancillary services such as the provision of reserves, to a Customer by an ESP or from the customer's own facilities (commencing after November 23, 1999) for the generation of electricity.
- 1.1.2 As provided for in this Tariff, the Company shall exclusively:
 - 1.1.2.1 Arrange for or provide for each customer (i) regional network transmission service—over New England Power Pool ("NEPOOL") Pool Transmission Facilities ("PTF"), (ii) local network transmission service over the Vermont Electric Power Company's ("VELCO") and/or New England Power Company's ("NEP") and/or certain other specified interconnected transmission facilities, and (iii) local network transmission service over the Company's transmission facilities;
 - 1.1.2.2 Deliver electricity over distribution facilities to each customer delivery point;
 - 1.1.2.3 Provide customer service and support for Delivery Service;
 - 1.1.2.4 Respond to service interruptions or power quality problems;
 - 1.1.2.5 Handle connections and terminations;
 - 1.1.2.6 Own, read, install, maintain meters and provide standard data or electronic signals;
 - 1.1.2.7 Submit bills to customers for Delivery Service;
 - 1.1.2.8 Address billing inquiries for Delivery Service;
 - 1.1.2.9 Answer general questions about Delivery Service;

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CENTRAL VERMONT PUBLIC SERVICE CORPORATION RULES AND REGULATIONS FOR THE DELIVERY OF ELECTRIC SERVICE (Continued)

- 1.1.2.10 Report each ESPs' estimated and metered loads, including local network transmission and distribution losses, to the Independent System Operator of the New England bulk power system ("ISO-NE");
- 1.1.2.11 Process the electronic business transactions submitted by ESPs and send the necessary electronic business transactions to ESPs;
- 1.1.2.12 Provide information regarding, at a minimum, this Tariff, the Delivery Service tariffs, the Delivery Service billing cycles, and load profiles;
- 1.1.2.13 Facilitate the provision of Default Service to customers; and
- 1.1.2.14 Facilitate the provision of Transition Service to customers.
- 1.1.3 As provided for in this Tariff, a customer shall select one ESP for each Delivery Service account at any given time. A Customer may only choose to purchase Generation Service from an ESP that is authorized by the Vermont Public Service Board (the "Board" or "PSB") to participate in the sale of Generation Service to customers under this Retail Open Access Tariff.
- In addition to all other requirements of this Tariff, each ESP must meet the applicable certification, registration and licensing requirements established by law or regulation and either (i) be a member of NEPOOL subject to an Own-Load Calculation or (ii) have an agreement in place with a NEPOOL member whereby the NEPOOL member agrees to include the load to be served by the ESP in such NEPOOL member's Own-Load Calculation. The term "Own-Load Calculation" is defined as the settlement method utilized by NEPOOL for its members, as set forth in the NEPOOL Agreement, as amended from time to time, on file as a tariff with the Federal Energy Regulatory Commission ("FERC"). In addition each ESP shall be responsible for:
 - 1.1.4.1 providing all-requirements Generation Service to meet each of its customers' accounts' needs and to deliver the associated capacity and energy to a point or points on NEPOOL PTF, VELCO, NEP or certain other specified interconnected transmission systems, or the Company's or other Vermont utility's transmission systems;
 - 1.1.4.2 any and all losses incurred on (i) local network transmission systems and distribution systems, as determined by the Company; (ii) NEPOOL PTF, as determined by the ISONE; (iii) facilities linking generation to NEPOOL PTF as determined by such facilities' operators; (iv) VELCO system facilities as determined by VELCO; applicable NEP facilities as determined by NEP; certain other specified interconnected facilities as determined by such facilities' operators and applicable facilities as determined by other Vermont utilities.

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- 1.1.4.3 any other transmission wheeling charges necessary to reach NEPOOL PTF, VELCO transmission facilities and other Vermont utility's transmission facilities (whichever is applicable);
- 1.1.4.4 compliance with the Company's Operational Business Rules and Electronic Data Interchange Standards as set forth in this Tariff in Appendix C as may be amended or superseded by the Company from time to time;
- 1.1.4.5 entering into an Operating Agreement with the Company, as set forth in this Tariff in Appendix B as may be amended or superseded by the Company from time to time, that resolves issues associated with, among other things, information exchange, problem resolution, payment for losses, hourly load settlement, billing and metering data, and the recovery of the Company's charges incident thereto. This Operating Agreement must be entered into prior to the initiation of Generation Service to any Customer in the Company's service territory;
- 1.1.4.6 obtaining the necessary authorization from each customer prior to initiating Generation Service to the customer.
- 1.1.4.7 obtaining the necessary authorization from each customer prior to requesting the Company to release the Company's historic usage information specific to that customer.
- 1.1.4.8 participating in any required Consumer Education Plan and paying any costs allocated to the Company on the ESP's behalf pursuant thereto.

1.2 RETAIL ACCESS SCHEDULE AND CUSTOMER ELIGIBILITY

- 1.2.1 Customers shall become eligible to purchase Generation Service from an ESP that is eligible to participate in the Company's Retail Open Access Program upon the effective date of this Retail Open Access Tariff as determined by the PSB.
- 1.2.2 If a customer elects, after the effective date of this Tariff, to continue to take service pursuant to a special contract entered into with the Company and approved by the PSB pursuant any applicable economic incentive program or otherwise, such customer is not eligible to participate in the Retail Open Access Program.

1.3 ESP ELIGIBILITY

1.3.1 An entity may hold itself out to the public as an Energy Service Provider ("ESP") to provide
Generation Service to end use customers in conjunction with Delivery Service provided by the
Company under the Company's Retail Open Access Tariff, and may commence and continue to
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First Revised Sheet 20.3

Cancels Original Sheet 20.3

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market electricity for retail sale if:

- 1.3.1.1 The ESP has obtained any required Certificate of Public Good or other registration as may be required from the PSB authorizing it to provide Generation Service at retail to the Company's customers. The ESP shall apply to the PSB for such required certification in accordance with applicable law and the Certification Application as set forth in Appendix A to this Tariff, as may be amended or superseded by the Company from time to time. Each ESP must notify the PSB and Vermont Department of Public Service ("DPS") at any time of any material change in information previously submitted to the PSB or DPS in connection with the issuance of any required Certificate of Public Good or other registration authorization; and
- 1.3.1.2 The ESP applies to the Company for authorization to provide Generation Service under the Company's Retail Open Access Tariff by submitting an executed Operating Agreement with the Company, as set forth in this Tariff in Appendix B, as may be amended or superseded by the Company from time to time, and by complying with the Company's Operational Business Rules and Electronic Data Interchange Standards as set forth in this Tariff in Appendix C, as may be amended or superseded by the Company from time to time; and
- 1.3.1.3 The ESP complies with any Consumer Protection Standards as may be established by the PSB, as set forth in this Tariff in Appendix E, as may be amended or superseded by the PSB from time to time:
- 1.3.1.4 The ESP complies with any Consumer Disclosure Standards established as may be by the PSB, as set forth in this Tariff in Appendix G, as may be amended or superseded by the PSB from time to time; and
- 1.3.1.5 The ESP complies with any reporting requirements as may be established by the PSB or DPS; and
- 1.3.1.6 The ESP complies with any Emissions Portfolio Requirements as may be determined by the PSB, as set forth in this Tariff in Appendix G, as may be amended or superseded by the PSB from time to time; and
- 1.3.1.7 The ESP complies with any Renewable Resource Requirements as may be determined by the PSB, as set forth in this Tariff in Appendix F, as may be amended or superseded by the PSB from time to time; and
- 1.3.1.8 The ESP complies, at all times, with any and all other laws, regulations, codes, tariffs, standards, orders and requirements as may be applicable to activities undertaken by the ESP in the Retail Open Access Program, including but not limited to, the regulations, orders, and requirements of the FERC, the State of Vermont, the PSB, the DPS, NEPOOL, ISO-NE, the Northeast Reliability Council ("NERC"), their successor

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	William J. Deehan, Vice President

organizations if any, the requirements of this Tariff, any written agreements between the ESP and the Company in connection with the Retail Open Access Tariff including but not limited to the Operating Agreement, and any orders issued to an ESP by the PSB or DPS including but not limited to any Certificate of Public Good.

- 1.3.1.9 The ESP supports and cooperates in good faith with any Energy Efficiency Utility ("EEU") established by the PSB to enable the EEU to achieve the effective delivery of, and savings from, the system-wide demand side management programs as provided for in Section 1.20.1 of this Tariff.
- 1.3.1.10 The ESP supports and cooperates in good faith with the Company to enable the Company to achieve the effective delivery of, and savings from, the distributed utility planning, demand side management and load management programs implemented by the Company as provided for in Section 1.20.1 of this Tariff.
- 1.3.2 In addition to any requirements established by the PSB or DPS in connection with the issuance of any required Certificate of Public good that may be required pursuant to 30 V.S.A. §231 or other registration authorization, each ESP seeking to participate in the Company's Retail Open Access Program shall apply to the PSB for certification in accordance with the Certification Application as set forth in this Tariff in Appendix A, as may be amended or superseded by the Company from time to time.
- 1.3.3 The ESP shall pay all costs incurred by the Company in connection with a determination by the PSB and/or DPS that the ESP has satisfied all requirements necessary to engage in the sale of Generation Service under this Retail Open Access Tariff. Should any costs be assessed against the Company by any governmental authority of competent jurisdiction in connection with the certification, registration or authorization of an ESP to participate in the Company's Retail Open Access Program, the Company shall notify the ESP of such assessment and shall bill the ESP for said costs. The execution of an Operating Agreement between the Company and the ESP under which the ESP agrees to pay all such costs shall be a condition precedent to the participation by the ESP in the Company's Retail Open Access Program.
- 1.3.4 Upon request by a customer, the Company will provide to the customer a list of the current eligible ESPs authorized to engage in the sale of Generation Service under the Retail Open Access Tariff as of the date of the customer's request.

1.4 ESP SUSPENSION AND TERMINATION

- 1.4.1 Certain circumstances may warrant suspension or termination of an ESP's participation in the Company's Retail Open Access Program, as set forth in this Section 1.4.
- 1.4.2 The Company shall have the right to immediately suspend or terminate an ESP's participation in the Company's Retail Open Access Program:

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- 1.4.2.1 Where the Company determines that such ESP has not complied with one or more of the following standards of operational conduct, applied in a non-discriminatory manner, that are necessary and desirable for safety or for system reliability; or
 - 1.4.2.1.1 ESPs shall not obstruct, alter, injure or prevent from functioning any meter or other instrument, or data derived therefrom installed upon a customer's premises for measuring the quantity of electricity and/or Delivery Service consumed.
 - 1.4.2.1.2 ESPs shall not modify customer facilities, equipment, or wiring in a manner that would cause interference, bypass or obstruction with the Delivery Service furnished by the Company to the customer or to other customers.
 - 1.4.2.1.3 ESPs shall not modify the Company's equipment, facilities, or wiring in any manner.
- 1.4.2.2 Where the PSB issues an order authorizing suspension or termination of participation by the ESP in the Company's Retail Open Access Program. The grounds for such suspension or termination include, but are not limited to failure to comply with the requirements of this Tariff, any written agreements between the ESP and the Company in connection with the Retail Open Access Program including but not limited to the Operating Agreement, and any filings made by an ESP with the PSB or DPS; or
- 1.4.2.3 Where a court of competent jurisdiction issues an order authorizing suspension or termination of the ESP; or
- 1.4.2.4 Where the failure to comply does not relate to the ESP's failure to pay any sums owed to the Company, the ESP and the Company shall attempt to resolve their dispute in accordance with Section 1.14 (Complaint Process). In the event the dispute is not resolved, the Company reserves the right to issue a Notice of Default. The ESP's failure to cure the default within fourteen (14) days after the date of the Notice of Default shall give rise to the Company's right to suspend or terminate the ESP's participation in the Company's Retail Open Access Program; or
- 1.4.2.5 Where the failure to comply relates to the ESP's failure to pay any sums or security owed to the Company, the Company reserves the right to issue immediately a Notice of Default. The ESP's failure to cure the default within fourteen (14) days after the date of the Notice of Default shall give rise to the Company's right to suspend or terminate the ESP's participation in the Company's Retail Open Access Program.
- 1.4.3 The ESP shall have the right to contest any suspension or termination of participation in the Company's Retail Open Access Program made by the Company under this Section 1.4.4, by filing a complaint with the PSB or the DPS in accordance with Section 1.14.
- 1.4.4 Any suspension or termination shall be effective upon the date specified in a written notice provided by the Company to the ESP.

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- 1.4.5 Upon any suspension or termination, the Company shall notify the ESP's customers of such action and advise them of their option to either select another eligible ESP or receive Default Service, subject to all Tariff provisions regarding service to customers. Customers receiving such a notice shall enroll with another eligible ESP at least five (5) days prior to their next scheduled meter read date or they shall automatically be enrolled to receive Default Service.
- 1.4.6 Any suspension or termination of an ESP shall be without any liability to the Company.
- 1.4.7 Upon any suspension or termination of an ESP, the ESP shall remain responsible for payment or reimbursement of any and all sums owed under this Tariff or under any agreements between the ESP and the Company including but not limited to the Operating Agreement.

1.5 ESP CREDITWORTHINESS

- 1.5.1 Prior to serving customers, each ESP seeking to engage in the sale of Generation Service to customers pursuant to this Retail Open Access Tariff must demonstrate its creditworthiness in accordance with the PSB and DPS creditworthiness standards set forth in Appendix A, as may be amended or superseded by action of the PSB from time to time.
 - 1.5.1.1 ESPs will submit to the PSB and DPS, with a copy to the Company, a completed Retail Open Access Tariff Certification Application as set forth in this Tariff in Appendix A, as may be amended or superseded by the Company from time to time, accompanied by the two most current years of audited financial statements, if such statements exist. The financial statements are not required to be submitted if the ESP has an established credit rating from a commercial reporting agency and the statements were previously provided to the agency.
 - 1.5.1.2 If the PSB and DPS are unable to determine an ESP creditworthiness on the basis of the information available from acceptable financial reporting agencies or commercial credit reporting organizations, and the audited financial statements noted above, the ESP shall provide such supplemental financial and credit information as the PSB and DPS may deem necessary or desirable. This may include information as to the ESP's legal structure; and such other credit information as might be reasonably required in the exercise of due diligence by a potential creditor of the ESP. Failure to provide the required or requested information will result in a denial of eligibility for the ESP to participate in the Company's Retail Open Access Program.
- 1.5.2 Based on the results of the demonstration by an ESP of its creditworthiness as described in Section 1.5.1 above, the PSB may, as a condition to the ESP's participation in the Company's Retail Open Access Program, require, prior to the beginning of service, that the ESP provide one or more of the following to secure the ESP's performance for the benefit of the ESP's customers, the State of Vermont and/or the Company:

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- 1.5.2.1 an irrevocable letter of credit in such form, and drawn upon such bank, as are satisfactory to the PSB;
- 1.5.2.2 a security interest in collateral satisfactory to the PSB;
- 1.5.2.3 a guarantee in such form, and provided by such party, as are satisfactory to the PSB; or
- 1.5.2.4 a performance bond in such form and subject to such terms, and provided by such party, as are satisfactory to the PSB.
- 1.5.3 In the event that an ESP can satisfactorily demonstrate that any security requirements imposed pursuant to Section 1.5.2 above are no longer reasonably required, or required at a reduced level, in conjunction with a creditworthiness evaluation, such security will be returned in kind, within fourteen (14) working days of such determination. All ESP's are required to notify the PSB of all events that would be deemed material and adverse to the credit worthiness demonstrated to the PSB at an earlier time. In the event the credit analysis determines additional security is required, the ESP will be given fourteen (14) days to deliver the additional security and, during that fourteen (14) day period, shall on a daily basis escrow all revenues received from its customers that have not yet been remitted to either the Company or the State of Vermont.

1.6 ESP HOURLY LOAD SETTLEMENT

- 1.6.1 For each ESP, hourly loads for each day shall be estimated or telemetered and reported daily by the Company or its agent to the ISO-NE for inclusion in the ESP's Own-Load Calculation.

 Hourly load estimates for non-telemetered customers will be based upon load profiles developed by the Company for each customer class or customer of the Company. The total hourly loads will be determined in accordance with the appropriate hourly loads for the Company.
- 1.6.2 The Company or its agent shall normally report the previous days' hourly loads to the ISO-NE by a specified time. These loads shall be included in the ESP's Own-Load Calculation.
- 1.6.3 To refine the estimates of the ESP's loads that result from the estimated hourly loads and in conformance with the ISO-NE's procedures, a monthly calculation shall be performed to incorporate the most recent customer usage information, which is available to the Company after the monthly meter readings are processed.
- 1.6.4 The hourly loads shall be determined consistent with the following steps:
 - 1.6.4.1 The Company shall identify or develop a load profile for each customer class or each customer for use in each day's daily determination of hourly load.
 - 1.6.4.2 The Company shall calculate a usage factor for each customer that reflects the customer's relative usage level.

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- 1.6.4.3 The Company shall develop estimates of hourly load profiles for the previous day for each ESP such that the sum of the ESPs' loads equals the hourly metered loads for the Company measured each day. Distribution losses, which are included in the hourly metered Company loads, shall be fully allocated into the ESPs' loads.
- 1.6.4.4 Resistance losses from PTF facilities (as identified in the NEPOOL open access transmission tariff("OATT")), local network facilities (as identified in the VELCO OATT, certain other interconnected transmission facilities as identified in the applicable OATTs and local network facilities as identified in the Company's OATT) and distribution facilities as identified by the Company shall be approximated and added to the ESP's hourly loads. Resistance losses shall be determined from time to time and subject to adjustment as approved by the Board and applied by segment of the system as used by ESPs to serve customer accounts.
- 1.6.5 The process of ESP load estimation involves statistical samples and estimating error. The Company shall not be responsible for any estimating errors and shall not be liable to the ESP for any costs that are associated with such estimating errors.
- 1.6.6 Each ESP shall enter into an Operating Agreement with the Company as provided for in Section 1.11, which shall cover all of the matters referred to in this Section 1.6, including the provision of hourly load data. The full cost incurred by the Company in the preparation and reporting of hourly load data shall be billed to and paid by the participating ESP in accordance with the terms and conditions of said Operating Agreement.

1.7 CUSTOMER ENROLLMENT GUIDELINES

- 1.7.1 A customer receiving Generation Service from an ESP can only contract with one ESP at a time to service an individual Delivery Service account which is defined as one meter at a single location.
- 1.7.2 A customer desiring to take service under the Retail Open Access Program will select an eligible ESP for each Delivery Service account and provide the ESP with any necessary enrollment information. By authorizing an ESP to enroll the customer's account(s) in the Retail Open Access Program, the customer appoints the ESP as the customer's agent for purposes of enrollment in the Retail Open Access Program, and for providing and receiving information regarding the customer. The Company may, without any liability to the customer, rely on information submitted by the ESP as the customer's representative.
- 1.7.3 The ESP will submit the customer's account enrollment information to the Company using electronic data transfers as provided for in the Company's Operational Business Rules and Electronic Data Interchange Standards set forth in Appendix C, as may be amended or superseded by the Company from time to time. At a minimum, the Company shall require that the ESP indicate the name and Delivery Service address of the customer, the customer's current Delivery Service account number, and the date the customer agreed to receive Generation Service from the ESP beginning on the next regular meter reading date.

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1.7.4 In the event the Company receives notice of the enrollment of a particular customer account from

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one or more than one ESP, the Company will automatically enroll the account with the ESP who provided the first valid enrollment transaction during any given enrollment period.

- 1.7.5 The Company must receive notice of a customer's enrollment by an ESP at least 5 days prior to the next regularly scheduled meter reading for the particular customer account. Enrollment will not be deemed effective until the date the company obtains its next actual meter reading of the account's meter according to the Company's regularly scheduled reading date for such customer or a special meter reading requested by the ESP.
- 1.7.6 The Company shall enroll customer accounts receiving Default Service in the manner described in Section 1.17 of this Tariff.

1.8 CHANGE IN SUPPLIER

Customers participating in the Retail Open Access Program may choose to change suppliers subsequent to their initial supplier selection. Customers will not be restricted to the number of times a change in supplier can occur provided the criteria set forth in this Tariff are met. Participating customers shall change their account's supplier by making enrollment arrangements with other ESPs participating in the Company's Retail Open Access Program. Customers may discontinue participation in the Retail Open Access Program at anytime and receive Default Service subject to all Tariff provisions regarding service to customers.

- 1.8.1 For a change from one ESP to another ESP to become effective, the new ESP, designated by the participating customer to provide Generation Service, will be required to conform to the enrollment guidelines as set forth in Section 1.7.
- 1.8.2 If an ESP wants to discontinue providing Generation Service to a customer, the ESP is required to notify the customer in writing and submit a notice of discontinuance of supply using electronic data transfers as provided for in the Company's Operational Business Rules and Electronic Data Interchange Standards set forth in Appendix C, as may be amended or superseded by the Company from time to time. Such notice shall be provided to the customer and the Company by the ESP at least twenty one (21) days prior to the customer's next regularly scheduled meter reading. The discontinuance of an ESP's Generation Service to a customer will not be deemed effective until the date the Company obtains its next actual meter reading of the customer's meter according to the Company's regularly scheduled meter reading date for such customer's account(s). If notice of termination is received fewer than twenty one (21) days before the customer account's next scheduled meter reading date, the discontinuance of Generation Service shall be concurrent with the customer account's subsequent scheduled meter reading date.
 - 1.8.2.1 If after receiving the ESP's written termination notice, the Company has not received an enrollment transaction from another ESP during the same enrollment period, the customer's account will receive Default Service in accordance with this Tariff effective as of the next actual meter reading.
- 1.8.3 If a customer wants to discontinue receiving Generation Service from an ESP, the customer will V.P.S.B. No. 6 Original Sheet 20.10

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notify the ESP of the termination in writing at least five (5) days prior to the customer's next regularly scheduled meter reading. The discontinuance of an ESP's Generation service to a

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customer will not be deemed effective until the date the Company obtains its next actual meter reading of the customer's meter according to the Company's normal scheduled meter reading date for such customer's account(s). If notice of termination is received fewer than five (5) days before the customer account's next scheduled meter reading date, the discontinuance of Generation Service shall be concurrent with the customer account's subsequent scheduled meter reading date.

- 1.8.3.1 If after sending the ESP written termination notice, the customer has not arranged to enroll for service from another ESP in advance of the five (5) day period, the customer will receive Default Service in accordance with this Tariff, effective as of the next actual meter reading.
- 1.8.4 If an ESP is suspended or terminated in accordance with Section 1.4 of this Tariff, the Company will notify the affected customers and those customers will receive Default Service as of the account's next scheduled meter reading date in accordance with this Tariff unless the Company is notified by another eligible ESP using the enrollment procedures set forth in Section 1.7.
- 1.8.5 Upon receipt of a change in supplier enrolment from an ESP, a customer will not be required to take any action in response to this notification.
- 1.8.6 In the event that a customer is required to take Default Service on account of the suspension or termination of an ESP in accordance with Section 1.4 of this Tariff, the ESP shall be charged the full cost incurred by the Company of switching the ESP's customers to Default Service. The Company may recover these charges from the ESP by acquiring a commensurate amount of the ESP's security as required pursuant to Section 1.5 of this Tariff or by invoicing the ESP for such charges.
- 1.8.7 An ESP shall not engage in slamming or other similar activities as prescribed by the Consumer Protection Standards established by the PSB, as set forth in this Tariff in Appendix E, as may be amended or superseded by the PSB from time to time. Any ESP, who engages in slamming or other similar prohibited activities, will pay all costs and fees incurred by the customer or the Company arising from such practices including, but not limited to, Company costs associated with reporting the ESP's conduct to the PSB and/or DPS and any costs assessed against the Company by any governmental authority of competent jurisdiction in connection with the investigation, enforcement or suspension/termination proceeding initiated against an ESP hereunder.
 - 1.8.7.1 The Company will notify the PSB and DPS of any customer complaints related to slamming or other prohibited practices alleged by a customer against an ESP.
 - 1.8.7.2 In no event shall the Company be liable to any party on account of an ESP's failure to provide Generation Service in accordance with the terms of the Company's Retail Open Access Tariff.

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1.9 RATES TO BE PAID BY CUSTOMERS PARTICIPATING IN THE RETAIL ACCESS PROGRAM

All customers participating in the Retail Open Access Program will pay unbundled Delivery Service charges to the Company in accordance with the terms and conditions of the Company's Delivery Service Tariff. Each customer is

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subject to the above mentioned unbundled rates and charges as set forth in the customer's otherwise applicable Service Classification as provided in the Company's Tariff.

1.10 METERING REQUIREMENTS

- 1.10.1 The Company shall meter each customer's electrical usage in accordance with the requirements of the customer's Service Classification as described in the Company's Tariff.
- 1.10.2 If an ESP requires something in addition to the meter reading necessary to bill a customer in accordance with the requirements of the customer's Service Classification as described in this Tariff, said ESP shall obtain such information utilizing the procedures described in the metering communications standard (Appendix D) and the customer or ESP may install such additional equipment on the customer side of the Company's meter. The customer or ESP shall install and maintain such equipment at its own expense. The Company's Metering Communications Standard describes the metering available from the Company is included in Appendix D, and may be amended or superseded by the Company from time to time.
- 1.10.3 If an ESP desires to have access to a participating customer's existing interval meter signal, the Company will upon request provide the ESP access to said interval data meter signal in accordance with the Company's Metering Standard.
 - 1.10.3.1 The Company shall charge the requesting customer \$__ per month to recover the Company's incremental cost of providing the interval data meter signal.
 - 1.10.3.2 The Company shall charge the requesting customer \$__ to cover the cost of installing the equipment necessary to provide the interval data meter signal.
 - 1.10.3.3 A charge of \$__ shall also be assessed to the requesting customer to remove the equipment necessary to provide the interval data meter signal when such signal is no longer requested by the ESP.
- 1.10.4 The Company will perform meter readings in accordance with its established reading cycle and current practices, and provide relevant meter reading information to the ESP in accordance with the Company's Operational Business Rules and Electronic Data Interchange Standards set forth in Appendix C, as may be amended or superseded by the Company from time to time. Metering information provided to an ESP may only be used for the purpose of billing the customer and related analysis and for no other purposes.
- 1.10.5 For those customers without interval meters, the Company will utilize representative service class Load Shapes (reflecting voltage delivery level) for settlement purposes as described in

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- 1.10.6 The Company will be responsible for reading the meters of all customers participating in the Retail Open Access Program on their normally scheduled meter reading cycle.
 - 1.10.6.1 There will be a fee of \$__ per meter for special readings charged to the ESP.

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1.11 BILLING

- 1.11.1 The Company shall perform the billing function for its electric Delivery Service whereby only the Company's charges, Energy Efficiency Charges ("EEC") to support the EEU, other State of Vermont charges and taxes, and Default Service charges will be displayed on the customers' bills.
- 1.11.2 Each ESP participating in the Company's Retail Open Access Program (with the exception of Default Service providers) shall perform the billing function for the Generation Service provided to its customers and shall bill its customer directly. Both the Company's Delivery Service bill and the Generation Service bill shall be for the same billing interval.
- 1.11.3 Each ESP will be required to enter into an Operating Agreement with the Company that contains mutually acceptable terms and conditions governing the rights and obligations of the parties prior to the Company providing billing and metering information to an ESP for the ESP's customers. The Operating Agreement shall establish the charges to be paid to the Company for the provision of such information.

1.12 TRANSFER OF CURRENT BILLING DATA

- 1.12.1 The Company shall provide an ESP with the metered usage (kWh) data obtained by the Company.

 The Company will also provide Service Classification, bill code, meter reading dates, and number of bill days in conjunction with metered usage data specified above.
- 1.12.2 The Company will provide to the ESPs on a monthly basis, if applicable, additional billing determinant data which will include kW (if applicable), time-of-use data, RKVA, and voltage level.
- 1.12.3 Such data, as specified in Sections 1.12.1 and 1.12.2, will be made available to the ESP via the Company's information system consistent with the Company's Operational Business Rules and Electronic Data Interchange Standards set forth in Appendix C, as may be amended or superseded by the Company from time to time.
- 1.12.4 The Company shall have no obligation to any ESP to add personnel, equipment or facilities in order to provide the ESP metering data.
- 1.12.5 Metering and billing data will be provided to participating ESPs "as is", "where is". No warranty of any kind is offered or provided (including any warranties of merchantability and

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fitness for a particular purpose).

1.13 TRANSFER OF OTHER INFORMATION

1.13.1 A customer, its designee, or an ESP who is authorized by a customer to receive usage information will receive, at no charge and up to twice in any twelve month period, the most recent twenty-four (24) months of billing history information that has previously appeared on a

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Company bill to that customer. The information will be limited to, Service Classification number, data on metered usage, monthly metered demands (if applicable), and time-of- use usage information (if applicable). This data will be provided to the customer, its designee, or an authorized ESP on a non-discriminatory basis within five (5) business days of the request. Provision of a customer account number from the ESP requesting such information will suffice as customer authorization.

- 1.13.1.1 Request for this information will be subject to a charge of \$__ for each request beyond the second request in any twelve month period.
- 1.13.1.2 Customer usage information for the periods prior to the most recent twenty-four (24) months that has previously appeared on a customer's bill as set forth in Section 1.13.1 will be provided within ten (10) business days of the customer's request and the following fees, as applicable, shall be prepaid to the Company:
 - 1.13.1.2.1 For customers served under Service Classifications Nos. 4, 5, and 10, the fee will be \$__ per account. This fee will allow a customer to receive up to a maximum of four (4) years of additional usage information or portion thereof.
 - 1.13.1.2.2 For customers other than those served under Service Classifications Nos. 4, 5, and 10, the fee will be \$__ per account. This fee will allow a customer to receive up to a maximum of four (4) years of additional usage information or portion thereof.
 - 1.13.1.2.4 This information will be made available to the requesting customer or their designee provided such customer was receiving service at the same premises.

 Under no circumstances will customer usage information based on a previous customer's consumption at the same premises be provided.
- 1.13.2 Information will be provided "as is", "where is". No warranty of any kind is offered or provided (including any warranties of merchantability and fitness for a particular purpose).

1.14 ESP COMPLAINT PROCESS

1.14.1 The complaint process set forth in this Section 1.14 will be available to ESPs and the Company. This complaint process does not apply to customers.

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- 1.14.2 Any complaint that the ESP or the Company may have against the other party shall be presented in writing to the other party within sixty (60) days after the first known occurrence of the circumstance which gave rise to the complaint. The complaint shall include a concise statement of the question or dispute, and the relevant facts and data (including any applicable contract or tariff provisions) which support the complaint. The failure to present a written complaint within this sixty (60) day period shall constitute a waiver of any claim that the complaining party may have with respect to the matter that is the subject of the complaint.
- 1.14.3 The respondent shall answer the complaint, in writing, within ten (10) business days after receipt

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of the complaint.

- 1.14.4 Within ten (10) business days after filing the response, the complaining party and the respondent shall meet to resolve the matter informally. Any dispute that cannot be resolved in the normal course by the respective representatives of the parties shall be referred to the responsible officers of the parties for resolution.
- 1.14.5 If the parties cannot resolve the matter informally, and if the dispute relates solely to the interpretation or the enforcement of PSB orders, policies or regulations, or the Company's suspension or termination of an ESP as described in Section 1.4, the complaining party may petition the PSB or DPS to resolve the problem.
 - 1.14.5.1 The PSB or DPS may choose to become involved in the process at an earlier time.
 - 1.14.5.2 Neither the filing of a complaint with the PSB or DPS nor the PSB's or DPS's involvement in the dispute, will operate to stay any action the respondent would otherwise be entitled to take under this Tariff, under applicable laws, orders, policies or regulations, or under any Operating Agreements between the parties.
 - 1.14.5.3 The parties agree to be bound by the initial determination of the dispute that may be made by the PSB or DPS until, and unless, such initial determination is reversed by the PSB or a court of competent jurisdiction.

1.15 LIMITATION of LIABILITY

- 1.15.1 The Company shall not be liable to a customer or an ESP for any damages or losses of any nature (including economic losses), or for any costs or expenses (including attorneys' fees), or for any judgments or claims, directly or indirectly caused by, arising out of, or resulting from the Company's acts or omissions under this Tariff, or from its supply of data and information, or under any legal or regulatory requirements related to the Retail Open Access Tariff, except for any damages or losses caused by the gross negligence or intentional misconduct of the Company.
- 1.15.2 The Company shall not be liable to a customer or to the State of Vermont for any damages or losses of any nature (including economic losses), or for any costs or expenses (including attorneys' fees), or for any judgments or claims, directly or indirectly caused to the customer by any act or omission of an ESP.
- 1.15.3 The Company shall not be liable to an ESP for any damages or losses of any nature (including V.P.S.B. No. 6 Original Sheet 20.15

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- economic losses), or for any costs or expenses (including attorneys' fees), or for any judgments or claims, directly or indirectly caused to the ESP by any act or omission of a customer.
- 1.15.4 The Company's total cumulative liability to an ESP or a customer whether arising out of Tariff, contract, tort (including negligence and strict liability) or otherwise, shall be limited to direct damages. In no event shall lost profits or consequential damages be due to an ESP or a customer.
- 1.15.5 In no event shall the Company be liable to a customer or an ESP, whether in contract, tort (including negligence and strict liability), or otherwise, for any and all special, indirect, penal, punitive, or consequential damage of any kind, including, but not limited to, loss of use of

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equipment or facilities, lost profits or revenues, expenses involving cost of capital, attorney's fees, cost of repair or cleanup, additional costs involved in construction or operation of facilities, or claims of customers.

1.15.6 The provisions of this Section shall survive the customer's or the ESP's participation in the Retail Open Access Program.

1.16 INDEMNIFICATION

An ESP, to the fullest extent of the law, shall indemnify, defend, and save harmless the Company from and against any loss, damage, liability, cost, suit, charge, expense (including attorneys' fees), claim, investigation, proceeding, or cause of action, which may at any time be imposed on, incurred by, or asserted against the Company and in any way relates to or is claimed to relate to or arise out of any damage or injury to property (including real property, personal property, and environmental damages), persons (including injuries resulting in death), or any economic losses, by or to third parties (including customers), that are directly or indirectly caused by or arise out of or are in any way connected with the ESP's acts or omissions (including the ESP's performance or non-performance of its agreements with customers).

1.17 DEFAULT SERVICE

- 1.17.1 "Default Service" shall mean the service arranged for by the Company to a Customer who is not receiving either Generation Service from an ESP or Transition Service in accordance with the provisions set forth in this tariff. The specific provider or providers as well as the rates, terms and conditions for Default Service will be established through a competitive bidding process administered by the PSB and DPS.
- 1.17.2 Default Service shall be available to any Customer who is not receiving Transition Service and who, for any reason, has stopped receiving Generation Service from an ESP.
- 1.17.3 Each customer receiving Default Service shall receive a consolidated bill from the Company reflecting unbundled charges for Delivery Service and Default Service.
- 1.17.4 Default service may be initiated in any of the following manners:

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CENTRAL VERMONT PUBLIC SERVICE CORPORATION
RULES AND REGULATIONS FOR THE DELIVERY OF ELECTRIC SERVICE (cont'd)

- 1.17.4.1 A customer who is receiving Generation Service from an ESP (see section 1.8) appropriately notifies the ESP that the customer wishes to terminate such service.
- 1.17.4.2 An ESP appropriately notifies (see section 1.8) the Company that it shall terminate Generation Service to a customer. Default Service shall be initiated concurrent with the customer's next scheduled meter read date.
- 1.17.4.3 An ESP ceases to provide Generation Service to a customer, without notification to the Company. In this instance, Default Service to the Customer shall be initiated concurrent with the customer's next scheduled meter read date.
- 1.17.4.4 A customer who moves into the Company's service territory who has not affirmatively

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chosen an ESP.

- 1.17.5 Default Service may be terminated by a Customer concurrent with the Customer's next scheduled meter read date provided that notice of initiation of Generation Service by an ESP is received by the Company five (5) or more business days before the next scheduled meter read date. If the notice of initiation of Generation Service by the ESP is received by the Company fewer than five (5) days before the customer's next scheduled meter read date, Default Service shall be terminated concurrent with the customer's subsequent scheduled meter read date.
- 1.17.6 A customer's failure to pay for Default Service will subject the customer to disconnection of service in accordance with the terms of the Company's Tariff.

1.18 TRANSITION SERVICE

- 1.18.1 "Transition Service" shall mean the service arranged for in accordance with this Tariff.

 Availability for this service shall be in accordance with the provisions set forth in this tariff. The specific provider or providers for Transition Service shall be established through a competitive bidding process administered by the PSB and DPS.
- 1.18.2 Transition Service shall be available for 3 years after the effective date of this Retail Open Access Tariff.
- 1.18.3 Transition Service shall be available to each customer except those served under rates classification nos. 4, 5, 10, and 12 who was a customer of record as of the effective date of the Retail Open Access Tariff and who has not received Generation Service from an ESP since the Retail Open Access Date provided for in this Tariff.
- 1.18.4 A customer receiving Transition Service shall be allowed to retain such service upon moving within the service territory of the Company.
- 1.18.5 A customer who has previously received Generation Service from an ESP is no longer eligible to receive Transition Service, except that a Low-income Customer (a customer with a household income within 200% of the federal poverty guideline) may return to Transition Service at any V.P.S.B. No. 6

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time, regardless of whether the customer has previously received Generation Service from an ESP. In addition, an eligible customer who has received Generation Service from an ESP since the Retail Open Access Date is eligible to receive Transition Service by so notifying the Company within one-hundred and twenty days (120) days of the date when the customer first began to receive Generation Service from an ESP, provided that such notification occurs during the first year following the effective date of this Retail Open Access Tariff.

- 1.18.6 A customer who moves into the Company's service territory after the Retail Open Access Date is not eligible to receive Transition Service, except that a Low-income Customer who moves into the Company's service territory after the Retail Open Access Date shall be eligible for Transition Service.
- 1.18.7 Each Customer receiving Transition Service shall receive one bill from the Company, reflecting

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unbundled charges for their electric service and one bill from the Transition Service provider for Generation Service.

1.18.8 Transition Service may be terminated by a customer concurrent with the customer's next scheduled meter read date provided that notice of initiation of Generation Service by an ESP is received by the Company five (5) or more business days before the next scheduled meter read date. If the notice of initiation of Generation Service by the ESP is received by the Company fewer than five (5) days before the Customer account's next scheduled meter read date, Transition Service shall be terminated concurrent with the Customer's subsequent scheduled meter read date.

1.19 SPECIAL PROVISIONS

- 1.19.1 Except as provided for in connection with the provision of Default Service hereunder, the Company will make all service termination decisions associated with non-payment of amounts owed to the Company for the provision of Delivery Service.
 - 1.19.1.1 A customer's failure to pay an ESP shall not constitute a failure to pay the Company for Delivery Service.
 - 1.19.1.2 An ESP will not be allowed to terminate Delivery Service to a customer for any reason.
 - 1.19.1.3 The Company reserves all of its rights and remedies in connection with customers who are delinquent in sums owed to the Company for Company charges or who have otherwise failed to comply with their obligations under this Tariff. The Company will provide the ESP with notice of the Company's disconnection of any customer for non-payment or for other violations of the Company's Tariff on the day after the Company effectuates disconnection. The Company shall have no liability whatsoever to the ESP, or to any third party who is a supplier or other contracting party, for any loss of revenue or any other losses or damages resulting from the Company's disconnection of any customer.

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CENTRAL VERMONT PUBLIC SERVICE CORPORATION

RULES AND REGULATIONS FOR THE DELIVERY OF ELECTRIC SERVICE (cont'd)

- 1.19.2 Any and all customer data and information furnished to the ESP by or on behalf of the Company is solely for the internal use of the ESP in connection with the maintenance and analysis of customer accounts and billing under the Retail Open Access Program. No other use is authorized.
 - 1.19.2.1 Under no circumstances shall the ESP commercialize, market, sell, transfer, pledge, or assign the data and information to any third party, without the prior written consent of the Customer.
 - 1.19.2.2 The ESP shall not disclose any furnished data or information to any third party without the prior written consent of the Customer. This restriction shall not apply to data or information (1) in the public domain at the time of receipt; (2) independently acquired by the ESP; (3) provided in accordance with Section 1.12 and 1.13; or (4) required by a governmental or judicial authority to be disclosed, in which event the ESP shall give the Customer reasonable advance notice of the disclosure that is sufficient to allow the Customer to attempt to secure confidential treatment of the data or information by the subject authority.

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- 1.19.2.3 The obligations of an ESP under this Section shall survive the ESP's participation in the Retail Open Access Program.
- 1.19.3 To the extent that information is required to be provided to the Company via the Company's electronic information system by an ESP, the electronic submittal of such information will have the full legal force and effect as if a signed document had been delivered to the Company. An ESP waives any and all rights to challenge the legality of the electronically submitted information on the grounds that the Company does not have an enforceable written document or agreement signed by an ESP.
- 1.19.4 Except as otherwise provided by the Company's tariffs, the Company will invoice the ESP monthly.
 - 1.19.4.1 The Company reserves the right to issue revised bills in connection with any incorrect sums previously invoiced.
 - 1.19.4.2 The ESP agrees to pay the Company in full, without any deduction or offset, within ten (10) days after receipt of any invoice or revised invoice. Payments may be made by check or electronic fund transfers.
 - 1.19.4.3 The Company shall impose a continuing late payment penalty each month in the amount of one and one-half percent (1.5%) of any unpaid sums previously invoiced.
 - 1.19.4.4 Any objections to payment must be made in writing to the Company within sixty (60) days after the date of the invoice. The ESP's failure to present an invoice claim within this sixty-day period shall constitute a waiver of any claim the ESP may have with respect to the charges set forth in the subject invoice. In the event the Company

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CENTRAL VERMONT PUBLIC SERVICE CORPORATION RULES AND REGULATIONS FOR THE DELIVERY OF ELECTRIC SERVICE (cont'd)

determines that a refund is owed to the ESP, the Company will either make such refund, and/or credit any ESP account with the Company, within ten (10) days after its determination.

- 1.19.5 The provisions of this Tariff shall survive the ESP's participation in the Company's Retail Open Access Program.
- 1.19.6 In the event that any portion of the service provided hereunder is subject to the jurisdiction of the FERC, such portion shall be performed in accordance with the any applicable laws, regulations, orders or tariffs as determined by the FERC or as the same may be modified or superseded by the FERC from time to time.
- 1.19.7 Subject to the jurisdiction of the PSB, DPS or the FERC, an ESP's participation in the Retail Open Access Program shall constitute the ESP's consent to the personal jurisdiction of courts in the State of Vermont in any litigation or proceeding concerning any matters related to that ESP's participation in the Retail Open Access Program.

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1.20 ESP COOPERATION

- 1.20.1 Each ESP participating in the Company's Retail Open Access Program shall support and cooperate in good faith with any Energy Efficiency Utility established by the PSB to enable the EEU to achieve the effective delivery of, and savings from, the system-wide demand side management programs implemented by the EEU, including: providing customer information to the EEU in a reasonable manner and under appropriate provisions to prevent disclosure to unauthorized entities or personnel; customer referrals and contacts to EEU programs; and coordination of customer services. In connection with such cooperation, coordination, and provision of information, the EEU and each ESP shall provide reasonable notice and shall act in good faith to accommodate the reasonable considerations of the EEU and the ESP.
- 1.20.2 Each ESP participating in the Company's Retail Open Access Program shall support and cooperate in good faith with the Company to enable the Company to achieve the effective delivery of, and savings from, the distributed utility planning, demand side management and load management programs implemented by the Company, including: providing customer—information to the Company in a reasonable manner and under appropriate provisions to prevent disclosure to unauthorized entities or personnel; customer referrals and contacts to Company programs; and coordination of customer services. In connection with such cooperation, coordination, and provision of information, the Company and each ESP shall provide reasonable notice and shall act in good faith to accommodate the reasonable considerations of the Company and the ESP.

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	By:
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CENTRAL VERMONT PUBLIC SERVICE CORPORATION RESIDENTIAL DELIVERY SERVICE RATE

COMPANY DESIGNATION: 1

AVAILABLE: Throughout the Company's service area.

APPLICABLE: This rate is for the delivery of single-phase electric service at secondary voltage for domestic

purposes in private residences, individual apartments and farms. Incidental use for other purposes will be allowed provided that the Customer's load and/or use is predominantly as specified above; otherwise, the appropriate rate in this schedule of rates shall apply for all use unless residential use is separately measured. This rate shall not apply to entities engaged in

farming where there is no domestic use supplied through the same meter.

RATE: Billing shall be based on the sum of the following charges:

Service Charge: \$ 0.000 per day Delivery Charge: $0.000 \, \phi$ per kWh Competitive Transition Charge: $0.000 \, \phi$ per kWh Societal Benefits Charge: $0.000 \, \phi$ per kWh

ADJUSTMENT: Subject to adjustment.

EFFECTIVE: On service rendered on or after September 1, 2001
CENTRAL VERMONT PUBLIC SERVICE CORPORATION
By: ______

William J. Deehan, Vice President

CENTRAL VERMONT PUBLIC SERVICE CORPORATION RESIDENTIAL DELIVERY SERVICE RATE (Continued)

COMPANY DESIGNATION: 1

TERMS: The above rate is net, billed monthly or bimonthly at the option of the Company, and payable upon presentation of the bill.

ADDITIONAL SERVICE

CONDITIONS:

- 1. When service has been discontinued at the Customer's request, a charge shall be made when service is reestablished. The charge shall be \$20.00 when the Company is required to make a special trip to the Customer's premises during normal working hours and \$10.00 when no such trip is required.
- 2. Service under this rate shall not be available where the State's rooms and meals tax is imposed on a dwelling unit's rental.

MINIMUM

CHARGE: \$ 0.000 per day.

EFFECTIVE:	On service rendered on or after September 1, 2001
	CENTRAL VERMONT PUBLIC SERVICE CORPORATION
	By:
	William J. Deehan, Vice President

CENTRAL VERMONT PUBLIC SERVICE CORPORATION RESIDENTIAL DELIVERY SERVICE RATE

(Not Available to New Service Locations)

COMPANY DESIGNATION: 11

AVAILABLE: Throughout the Company's service area.

APPLICABLE: This rate is for the delivery of single-phase electric service at secondary voltage for domestic

purposes in private residences, individual apartments and farms where all service is taken at one point through one meter. Incidental use for other purposes will be allowed provided that the Customer's load and/or use is predominantly as specified above; otherwise, the appropriate rate in this schedule of rates shall apply for all use unless residential use is separately measured. The rate shall not apply to entities engaged in farming where there is no domestic use supplied through the

same meter.

RATE: Billings shall be based on the sum of the following charges:

Service Charge: \$ 0.000 per day

Peak Hours Off-Peak Hours

Delivery Charge: @ 0.000¢/kWh @ 0.000¢ per kWh

Competitive Transition

Charge: $@0.000 \not e$ per kWh $@0.000 \not e$ per kWh

Societal Benefits

Charge: $@0.000 \not c$ per kWh $@0.000 \not c$ per kWh

EFFECTIVE: On service rendered on or after September 1, 2001

CENTRAL VERMONT PUBLIC SERVICE CORPORATION

By: _____

CENTRAL VERMONT PUBLIC SERVICE CORPORATION RESIDENTIAL DELIVERY SERVICE RATE (Continued)

(Not Available to New Service Locations)

COMPANY DESIGNATION: 11

Peak Hours shall be a period of four (4) consecutive hours between the hours of 6:00 a.m. and 12:00 Noon EST and a period of four (4) consecutive hours between the hours of 4:00 p.m. and 10:00 p.m. EST and all hours on Sundays shall be considered as Off-Peak Hours.

ADJUSTMENT: Subject to adjustment.

TERMS: The above rate is net, billed monthly or bimonthly at the option of the Company, and payable

upon presentation of the bill.

ADDITIONAL SERVICE CONDITIONS:

- 1. When service has been discontinued at the Customer's request, a charge shall be made when service is reestablished. The charge shall be \$20.00 when the Company is required to make a special trip to the Customer's premises during normal working hours and \$10.00 when no such trip is required.
- 2. The Customer shall install and maintain an approved signal device to be activated by the billing meter during Peak Hours.
- 3. Customers requesting termination of service shall be billed all charges relating to the unexpired portion of the contract period.

EFFECTIVE:	On service rendered on or after September 1, 2001
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	Ву:
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CENTRAL VERMONT PUBLIC SERVICE CORPORATION RESIDENTIAL DELIVERY SERVICE RATE (Continued)

(Not Available to New Service Locations)

COMPANY DESIGNATION: 11

- 4. Service shall not be available under the provisions of this rate to storage-type space heating or similar large capacity equipment.
- 5. This rate shall be applicable to service only at those locations receiving service under the provisions of this rate, or which had applied for and been accepted by the Company for service under the provisions of this rate prior to August 1, 1987.
- 6. Service under this rate shall not be available where the State's rooms and meals tax is imposed on a dwelling unit's rental.

MINIMUM

CHARGE: \$0.000 per day.

DURATION OF

AGREEMENT: One year and such subsequent 12 month periods as the Company may require until canceled by

the Customer on 60 days' written notice.

EFFECTIVE:	On service rendered on or after September 1, 2001
	CENTRAL VERMONT PUBLIC SERVICE CORPORATION
	R_{V}

By: _____ William J. Deehan, Vice President

CENTRAL VERMONT PUBLIC SERVICE CORPORATION GENERAL DELIVERY SERVICE RATE

COMPANY DESIGNATION: 2

AVAILABLE: Throughout the Company's service area.

APPLICABLE: This rate is for general purposes and is available to customers whose wiring is so arranged that all service received under this rate shall be taken through one transformer or bank of transformers, except where the Customer elects to provide all additional transformers or banks of transformers other than those owned by the Company as of January 1, 1981, and shall be measured through one meter. Service will be single-phase or three-phase, as available.

MONTHLY

RATE: Billing shall be the sum of the following Charges as follows:

Service Charge:	\$0.000 \$0.000	per day for single-phase service, or per day for three-phase service, plus
- 414		4

 $\begin{array}{lll} \mbox{Delivery Charge:} & 00.000 \mbox{\rlap/c} & \mbox{per kWh} \\ \mbox{Competitive Transition Charge:} & 0.000 \mbox{\rlap/c} & \mbox{per kWh} \\ \mbox{System Benefits Charge:} & 0.000 \mbox{\rlap/c} & \mbox{per kWh} \\ \end{array}$

Except that, where demand is measured, the following Charges shall apply:

Delivery Charge: First 5 kW		No charge
All additional kW	@	\$00.000 per kW
First 500 kWh	<u>a</u>	00.000¢ per kWh
Next "A" kWh	\overline{a}	00.000¢ per kWh
All additional kWh	@	0.000¢ per kWh
Competitive Transition Charge:		
All kW	(a)	\$00.000 per kW
All kWh	<u>a</u>	0.000¢ per kWh
System Benefits Charge:		
All kW	(a)	\$00.000 per kW
All kWh	$\overset{\circ}{@}$	0.000¢ per kWh

[&]quot;A" = 3.0 x (peak kW demand -5 kW) x number of days in the current billing period. When peak kW demand is less than 5, "A" = 0

EFFECTIVE:	On service rendered on or after September 1, 2001
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CENTRAL VERMONT PUBLIC SERVICE CORPORATION GENERAL DELIVERY SERVICE RATE (Continued)

COMPANY DESIGNATION: 2

ADJUSTMENT: Subject to adjustment.

DETERMINATION

Of

DEMAND:

Except as hereinafter provided, the Customer's billing demand shall be determined by estimate. Whenever the Customer's consumption exceeds 1,800 kWh per month for two consecutive months, or the Customer's connected load is 8,000 watts or more, or the Customer's demand is 5,000 watts or more, the demand shall be measured by a demand meter. The billing demand will be the highest 15-minute peak established during the current month, except that when the maximum demand shall be 100 kW or greater, the billing demand applicable to billings rendered during the next succeeding 11 months shall be not less than 60 percent of that value, except that when the maximum demand established during any billing period shall be 500 kW or greater, the billing demand applicable to billings rendered during the next succeeding eleven months shall be not less than 100% of that value. If the Customer's power factor is less than 85 percent, the right is reserved to use 85 percent of the kilovolt amperes in the determination of demand.

TERMS:

The above rate is net, billed monthly or bimonthly at the option of the Company and payable upon presentation of the bill, except that bills rendered on the basis of demand meter readings shall be billed monthly.

ADDITIONAL **SERVICE CONDITIONS:**

- 1. Whenever metering is at a primary distribution voltage, the kWh consumption shall be reduced by 3 percent. If the Customer furnishes all transformer and substation facilities, a credit of \$0.15 per kW of billing demand will be allowed.
- 2. If the use of energy is intermittent or subject to violent fluctuation, the Company reserves the right to base the measured demand upon a period of less than 15 minutes.

EFFECTIVE:	On service rendered on or after September 1, 2001
	CENTRAL VERMONT PUBLIC SERVICE CORPORATION

CENTRAL VERMONT PUBLIC SERVICE CORPORATION GENERAL DELIVERY SERVICE RATE (Continued)

COMPANY DESIGNATION: 2

- 3. Where service has been discontinued at Customer's request, a charge of \$20.00 shall be made when service is reestablished. The charge shall be \$20.00 when the Company is required to make a special trip to the Customer's premises during normal working hours and \$10.00 when no such trip is required.
- 4. Those customers having three-phase electric service available at the meter shall be subject to the charge for three-phase service.
- 5. Where all service is restricted to the period 6 p.m. to 6 a.m. each day during the April November billing period, for uses such as sports field lighting, service shall be billed at a rate for delivery service of 0.000 ¢ per kWh, plus a monthly investment charge of \$ 0.000 per kW of maximum recorded demand, plus a Service Charge of \$ 0.000 per day. The charges for service at times other than as noted above shall be the kW and kWh charges applicable under the demand-metered provisions of this rate.

Small Power Producer Net Station Service: Customers requiring station service may elect to be billed the current Service Charge, plus a charge per kWh equal to the energy charge(s) in the demand billed portion of the rate, times 3.64 provided that: (a) the customer would otherwise qualify for service under General Service Rate 2; and (b) 100% of the net output of the generator(s) is sold, at wholesale or outside the Company's service area. Written notice is required sixty months prior to customer termination of service under this provision.

6. The above rate is net billed monthly and payable upon presentation of the bill. All amounts previously billed but remaining unpaid 34 days from any billing date shall be subject to a late payment charge of one percent (1%) thereof, calculated on the basis of 30 days, such amounts to include any prior unpaid late payment charges.

MINIMUM CHARGE: The Service Charge plus the Demand Charge.

DURATION OF AGREEMENT:

One year and thereafter until canceled by the Customer on 60 days' written notice, except that Customers receiving single-phase service only, and having a maximum demand of less than 25 kW, shall not be subject to the one-year provision.

EFFECTIVE:	On service rendered on or after September 1, 2001
	CENTRAL VERMONT PUBLIC SERVICE CORPORATION
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CENTRAL VERMONT PUBLIC SERVICE CORPORATION GENERAL SERVICE RATE (Continued)

RESERVED FOR FUTURE USE

EFFECTIVE: On service rendered on or after September 1, 2001

CENTRAL VERMONT PUBLIC SERVICE CORPORATION

By: _____

\$0.000 per kW plus

0.000¢ per kWh

CENTRAL VERMONT PUBLIC SERVICE CORPORATION PRIMARY DELIVERY SERVICE RATE

(Not Available to New Service Locations)

COMPANY DESIGNATION: 12

AVAILABLE: Throughout the Company's service area.

APPLICABLE: This rate is for general purposes for the Customer's total service requirements measured through one

meter. Service will be single-phase or three-phase as available.

RATE: Billings shall be based on the sum of the following charges:

> Peak Hours shall be a period of four (4) consecutive hours between the hours of 6:00 a.m. and 12:00 Noon EST and a period of four (4) consecutive hours between the hours of 4:00 p.m. and

> > \$.000 per kW plus

0.000¢ per kWh

10:00 p.m. EST and all hours on Sundays shall be considered as Off-Peak Hours.

ADJUSTMENT: Subject to adjustment.

Service Charge: \$1.218 per day Off-Peak Hours. Peak Hours \$00.000 per kW plus Delivery Charge: Peak Hours 0.000¢ per kWh Off Peak Hours \$0.000 per kW plus \$0.000 per kW plus 0.000¢ per kWh 0.000¢ per kWh Competitive Transition Charge: \$.000 per kW plus \$0.000 per kW plus 0.000¢ per kWh 0.000¢ per kWh

EFFECTIVE: On service rendered on or after September 1, 2001 CENTRAL VERMONT PUBLIC SERVICE CORPORATION

Societal Benefits Charge:

By:

CENTRAL VERMONT PUBLIC SERVICE CORPORATION PRIMARY DELIVERY SERVICE RATE (Continued)

(Not Available to New Service Locations)

COMPANY DESIGNATION: 12

DETERMINATION

OF DEMAND: The Customer's billing demand shall be measured by a demand meter. The Billing Demand will be the highest 15-minute peak established during the current month, except that when the maximum Peak Hours Demand shall be 100 kW or greater, the Billing Demand applicable to billings rendered during the next succeeding 11 months shall not be less than 80 percent of the Peak Hours Demand. The Peak Demand will be the highest 15-minute peak established during peak hours during the current month, but not less than the Billing Demand. The Off-Peak Demand will be the highest 15-minute peak established during Off-Peak Hours during the current month. If the Customer's power factor is less than 85 percent, the right is reserved to use 85 percent of the kilovolt amperes in the determination of demand.

TERMS: The above rate is net, billed monthly and payable upon presentation of the bill.

ADDITIONAL SERVICE

CONDITIONS:

- Customers taking service under this rate will provide all transformation equipment and 1. associated facilities.
- 2. The Customer shall install and maintain an approved signal device to be activated by the billing meter during peak hours.
- 3. Where service has been discontinued at the Customer's request, a charge shall be made when service is reestablished. The charge shall be \$20.00 when the Company is required to make a special trip to the Customer's premises during normal working hours, \$60.00 when the Company is required to make a special trip to the Customer's premises at other times, and \$10.00 when no such trip is required.

EFFECTIVE: On service rendered on or after September 1, 2001 CENTRAL VERMONT PUBLIC SERVICE CORPORATION By: William J. Deehan, Vice President

CENTRAL VERMONT PUBLIC SERVICE CORPORATION PRIMARY DELIVERY SERVICE RATE (Continued)

(Not Available to New Service Locations)

COMPANY DESIGNATION: 12

- 4. If the use of energy is intermittent or subject to violent fluctuation, the Company reserves the right to base the measured demand upon a period of less than 15 minutes.
- 5. When metering is at secondary voltage, billing kWh and kW shall be those recorded by the meter multiplied by a factor of 1.03.
- 6. This rate shall be applicable to service only at those locations receiving service under the provisions of this rate, or which have applied for and been accepted by the Company for service under the provisions of this rate prior to August 1, 1987.
- 7. The above rate is net billed monthly and payable upon presentation of the bill. All amounts previously billed but remaining unpaid 34 days from any billing date shall be subject to a late payment charge of one percent (1%) thereof, calculated on the basis of 30 days, such amounts to include any prior unpaid late payment charges.

MINIMUM

CHARGE: \$ 0.000 per day, plus the Demand Charge.

DURATION OF

AGREEMENT: One year and such subsequent 12-month periods as the Company may require until canceled by the Customer on 60 days written notice.

EFFECTIVE: On service rendered on or after September 1, 2001
CENTRAL VERMONT PUBLIC SERVICE CORPORATION
By:
William J. Deehan, Vice President

CENTRAL VERMONT PUBLIC SERVICE CORPORATION RESIDENTIAL OFF-PEAK WATER HEATING DELIVERY SERVICE RATE

COMPANY DESIGNATION: 3

AVAILABLE: Throughout the Company's service area.

APPLICABLE:

This rate is for single-phase electric service at secondary voltage for water heating in storage type tanks where conditions permit supplying such water heating service during Off-Peak Hours without requiring additional distribution investment by the Company, subject to the following conditions:

- 1. The heating element capacity connected to the Company's system at any time shall not exceed 60 watts for each gallon of storage capacity or 4,500 watts, whichever is greater.
- 2. The customer shall wire to the water heater using approved cable or conduit and make provision for the installation of a separate meter and time control, both of which will be supplied by the Company. Where the heating element capacity connected to the Company's system at any time exceeds 6 kW, the Customer shall provide all necessary load interruption capability required to interrupt service to the water heater(s) when activated by the Company's control device.
- 3. Service will be supplied under this rate only during such hours as the Company may determine from time to time to meet conditions affecting the spare capacity available for this service, but not less than 15 hours daily. Service will not be interrupted for more than five hours in any continuous 10 hour period.
- 4. This rate shall be applicable only to off-peak water heating service in private residences, individual apartments and farms where the balance of the Customer's load is not supplied under a rate where charges vary by time of day.

RATE: Billings shall be based on the sum of the following charges:

Service Charge \$0.000 per day

Delivery Charge 0.000¢ per kWh

Competitive Transition Charge: 0.000¢ per kWh

Societal Benefits Charge: 0.000¢ per kWh

EFFECTIVE: On service rendered on or after September 1, 2001
CENTRAL VERMONT PUBLIC SERVICE CORPORATION
By:
William J. Deehan, Vice President

CENTRAL VERMONT PUBLIC SERVICE CORPORATION RESIDENTIAL OFF-PEAK WATER HEATING DELIVERY SERVICE RATE (Continued)

COMPANY DESIGNATION: 3

ADJUSTMENT: Subject to adjustment.

TERMS: The above rate is net, billed monthly or bimonthly at the option of the Company, and

payable upon presentation of the bill.

ADDITIONAL SERVICE

CONDITIONS:

1. This rate is not available to new service locations after December 31, 1998.

NOTE: 1. Service under this rate may not be satisfactory and is not recommended for

installations utilizing storage-type tanks of less than 80-gallon capacity.

MINIMUM

CHARGE: \$0.000 per day.

EFFECTIVE: On service rendered on or after September 1, 2001
CENTRAL VERMONT PUBLIC SERVICE CORPORATION

By: _____

CENTRAL VERMONT PUBLIC SERVICE CORPORATION PRIMARY DELIVERY SERVICE RATE

COMPANY DESIGNATION: 4

AVAILABLE: Throughout the Company's service area.

APPLICABLE: Electric power shall be single or three-phase, 60 cycle delivered and measured at

one point through one meter from a distribution line at a nominal voltage of 2.4 Kv to 34.5 Kv. Customers receiving service under the provisions of this rate shall own and maintain all required transformers, voltage regulation equipment, protective devices and all associated structures required

to utilize the Company's service.

MONTHLY

RATE: Monthly Billing shall be based on the sum of the following charges:

Service Charge: \$00.00 per day, plus

Transmission- and distribution-related delivery charges:

\$0.000 per kW of maximum demand established during the period designated as Peak Hours during the current or any one of the prior 11 months, whichever is greater, plus

First 3 kWh per day per kW of maximum demand established during the period designated as Off-Peak Hours during the current or any one of the prior 11 months, whichever is greater @ 0.000¢ per kWh.

Current Month Delivery Charge:	Peak Hours	Off-Peak Hours
	\$0.000 per kW, plus	\$0.000 per kWh for the first 3 kWh
	0.000¢ per kWh	per kW per day, plus all other kWh
		@0.000¢ per kWh
Competitive Transition Charge:	0.000¢ per kW, plus 0.000¢ per kWh	0.000¢ per kWh for first 3 kWh per kW per day, plus all other kWh @ 0.000¢ per kWh
Societal Benefits Charge:	0.000¢ per kW, plus 0.000¢ per kWh	0.000¢ per kWh for first 3 kWh per kW per day, plus all other kWh @0.000¢ per kWh.

EFFECTIVE: On service rendered on or after September 1, 2001
CENTRAL VERMONT PUBLIC SERVICE CORPORATION
By:

CENTRAL VERMONT PUBLIC SERVICE CORPORATION PRIMARY DELIVERY SERVICE RATE (Continued)

COMPANY DESIGNATION: 4

ADJUSTMENT: Subject to adjustment.

Demand: The billing demands shall be measured and shall be the highest 15-minute peaks

established during the month, during both the periods designated as Peak Hours and the period designated as Off-Peak Hours. The billing demand during Peak

Hours shall not be less than 100 kW.

Peak Hours shall be the period between the hours of 6:00 a.m. and 10:00 p.m.

each day excluding Saturdays and Sundays. All other hours shall be designated

as Off-Peak Hours.

The Company reserves the right to curtail or to discontinue off-peak service during periods of unscheduled major power system maintenance work or other

unforeseen emergencies on the system.

Power Factor: When the Customer's average lagging power factor for any month is below 85

percent, there shall be an additional charge computed as the product of the maximum demand recorded during the current billing period times the factor (85 percent divided by the current power factor expressed as a percent) times

\$0.000.

TERMS: The above rate is net, billed monthly and payable upon presentation of the bill.

EFFECTIVE: On service rendered on or after September 1, 2001

CENTRAL VERMONT PUBLIC SERVICE CORPORATION

By: _____

CENTRAL VERMONT PUBLIC SERVICE CORPORATION

RESERVED FOR FUTURE USE

EFFECTIVE: On service rendered on or after September 1, 2001

CENTRAL VERMONT PUBLIC SERVICE CORPORATION

By: _____

CENTRAL VERMONT PUBLIC SERVICE CORPORATION TRANSMISSION DELIVERY SERVICE RATE

COMPANY DESIGNATION: 5

AVAILABLE: Throughout the Company's service areas.

APPLICABLE:

Electric power will be three-phase, 60 cycle, delivered and measured at one point through one meter from a transmission line at a nominal voltage of 33 Kv, 44 Kv, or 69 Kv. Customers receiving service under the provisions of this rate shall own and maintain all required transformers, voltage regulation equipment, protective devices, and all associated structures required to utilize the Company's service.

RATE: Billing shall be based on the sum of the following charges:

Service Charge:

Societal Benefits Charge:

\$00.000 per day, plus

Transmission-related delivery charges:

\$0.000 per kW of maximum demand established during the period designated as Peak Hours during the current or any one of

the prior 11 months, whichever is greater, plus

First 3 kWh per day per kW of maximum demand established during the period designated as Off-Peak Hours during the current or any one of the prior 11 months, whichever is greater @ 0.000¢ per kWh.

0.000¢ per kWh

0.000¢ per kWh

EFFECTIVE: On service rendered on or after September 1, 2001
CENTRAL VERMONT PUBLIC SERVICE CORPORATION
By:

CENTRAL VERMONT PUBLIC SERVICE CORPORATION TRANSMISSION DELIVERY SERVICE RATE (Continued)

COMPANY DESIGNATION: 5

ADJUSTMENT: Subject to Adjustment.

The billing demands shall be measured and shall be the highest 15-minute peaks established during the month during both the periods designated as Peak Hours and the period designated as Off-Peak Hours. The billing demand during Peak Hours shall not be less than 100 kW.

Peak Load hours shall be the period between the hours of 6:00 a.m. and 10:00 p.m. each day excluding Saturdays and Sundays. All other hours shall be designated as Off-Peak Hours.

The Company reserves the right to curtail or discontinue off-peak service during periods of unscheduled major power system maintenance work or other unforeseen emergencies on the system. Demands established during Off Peak hours in excess of 10,000 kW shall be billed at the rate applicable to demands established during Peak hours.

Power Factor:

When the Customer's average lagging power factor for any month is below 85 percent, there shall be an additional charge computed as the product of the maximum demand recorded during the current billing period times the factor (85 percent divided by the current power factor expressed as a percent) times \$0.000.

TERMS: The above rate is net, billed monthly and payable upon presentation of the bill.

EFFECTIVE:	On service rendered on or after September 1, 2001
	CENTRAL VERMONT PUBLIC SERVICE CORPORATION
	By:
	William J. Deehan, Vice President

CENTRAL VERMONT PUBLIC SERVICE CORPORATION TRANSMISSION DELIVERY SERVICE RATE (Continued)

COMPANY DESIGNATION: 5

ADDITIONAL SERVICE

CONDITIONS: 1.

- 1. The Company shall have the option to meter on the secondary side of the Customer's transformers and in all such cases the consumption registered by the meter shall be adjusted to include the transformer losses.
- 2. At locations where the Company had ownership of existing transformers and structures on August 3, 1970 utilized for the benefit of Customers served under the provisions of the former rates designated V.P.S.C. No. 5, Company Designation No. 55 for service in the St. Albans area, the Company will continue to own the existing facilities. All maintenance of, additions to, or replacements of the existing transformers and structures will be provided by the Customer.
- 3. Prior to the operation of Customer-owned generation parallel with the Company's system, written permission must be obtained from the Company.
- 4. The above rate is net billed monthly and payable upon presentation of the bill. On bills rendered after January 1, 1991, all amounts previously billed but remaining unpaid 34 days from any billing date shall be subject to a late payment charge of one percent (1%) thereof, calculated on the basis of 30 days, such amounts to include any prior unpaid late payment charges.
- 5. The Company offers an Economic Development Incentive Program under which qualified firms are entitled to specific discounts from the above charges if certain requirements contained in the Company's Economic Development Incentive Program Guidelines, which the Vermont Public Service Board has approved, are satisfied. These Guidelines are available at any Company Commercial office.

EFFECTIVE: On service rendered on or after September 1, 2001
CENTRAL VERMONT PUBLIC SERVICE CORPORATION
By:
William J. Deehan, Vice President

CENTRAL VERMONT PUBLIC SERVICE CORPORATION TRANSMISSION DELIVERY SERVICE RATE (Continued)

MINIMUM

CHARGE: The Service Charge, plus the Capacity Charges.

DURATION OF

AGREEMENT: One year and thereafter until canceled by the Customer on 12 months written notice.

EFFECTIVE: On service rendered on or after September 1, 2001
CENTRAL VERMONT PUBLIC SERVICE CORPORATION

By: ______ William J. Deehan, Vice President

CENTRAL VERMONT PUBLIC SERVICE CORPORATION MUNICIPAL STREET AND HIGHWAY LIGHTING DELIVERY SERVICE RATE

COMPANY DESIGNATION: 6

AVAILABLE: Throughout the Company's service area.

APPLICABLE: For street and highway lighting purposes on the Company's existing distribution lines. The

Company will own, maintain and operate lamps in standard fixtures with suitable control apparatus

to provide lighting from dusk to dawn 12 months per year.

RATE: Where street and highway lighting fixtures are mounted on existing Company-owned wood poles

and supplied by overhead type construction of circuits:

	Delivery Charge	Competitive Transition	Societal Benefits
Incandescent Lamps	Per Day	Charge Per Day	Charge Per Day
1,000 Lumen	\$ 0.000*	\$0.000	\$0.000
Mercury Vapor Luminaries			
3,700 Lumen	0.000	\$0.000	\$0.000
7,000 Lumen	0.000*	\$0.000	\$0.000
11,000 Lumen	0.000*	\$0.000	\$0.000
20,000 Lumen	0.000	\$0.000	\$0.000
35,000 Lumen	0.000*	\$0.000	\$0.000
High Pressure Sodium Lumina	aries		
5,800 Lumen	0.000	\$0.000	\$0.000
16,000 Lumen	0.000	\$0.000	\$0.000
30,000 Lumen	0.000	\$0.000	\$0.000
50,000 Lumen	0.000	\$0.000	\$0.000

^{*} No new installations of this size will be made after July 1, 1990.

ADJUSTMENT: Subject to adjustment.

EFFECTIVE: On service rendered on or after September 1, 2001

CENTRAL VERMONT PUBLIC SERVICE CORPORATION

By: _____

CENTRAL VERMONT PUBLIC SERVICE CORPORATION SECURITY LIGHTING DELIVERY SERVICE RATE

COMPANY DESIGNATION: 7

AVAILABLE: Throughout the Company's service area.

APPLICABLE: For outdoor security and flood lighting purposes. The Company will furnish, maintain, and

operate lamps in standard fixtures with suitable control apparatus in order to provide lighting from

dusk to dawn twelve months per year.

RATE: Where lighting fixtures are mounted on Company-owned wood poles and supplied by overhead

type construction of circuits:

Security Lighting	Delivery Charge	Competitive Transition	Societal Benefits
Mercury Vapor Lum	inaries Per Day	Charge Per Day	Charge Per Day
3,700 Lumen	\$0.000	\$0.000	\$0.000
7,000 Lumen	0.000*	\$0.000	\$0.000
11,000 Lumen	0.000*	\$0.000	\$0.000
20,000 Lumen	0.000	\$0.000	\$0.000
35,000 Lumen	0.000*	\$0.000	\$0.000
Flood Lighting			
Mercury Vapor Lum			
400 Watt	0.000	\$0.000	\$0.000
1,000 W att	0.000*	\$0.000	\$0.000
High Pressure Sodiu	m Luminaries		
400 Watt Flood	0.000	\$0.000	\$0.000
5,800 Lumen	0.000	\$0.000	\$0.000
16,000 Lumen	0.000	\$0.000	\$0.000
30,000 Lumen	0.000	\$0.000	\$0.000
50,000 Lumen	0.000	\$0.000	\$0.000

No new installations of this size will be made after July 1, 1990.

EFFECTIVE: On service rendered on or after September 1, 2001

CENTRAL VERMONT PUBLIC SERVICE CORPORATION

By: _____

CENTRAL VERMONT PUBLIC SERVICE CORPORATION TOTAL ELECTRIC LIVING DELIVERY RATE

(Not Available to New Customers)

COMPANY DESIGNATION: 8

AVAILABLE: Throughout the Company's service area.

APPLICABLE: For all household requirements where electricity is the sole source for space heating and water

heating in a type of electric water heater approved by the Company. This rate is for the delivery of single-phase electric service for domestic purposes in the dwelling of a single private family on the

lines of the Company.

RATE:

Billing shall be based on the sum of the following charges:

Service Charge \$0.000 per day

Delivery Charge 0.000¢ per kWh

Competitive Transition Charge: 0.000¢ per kWh

Societal Benefits Charge: 0.000¢ per kWh

MINIMUM

CHARGE: \$0.000 per day.

ADJUSTMENT: Subject to adjustment.

EFFECTIVE: On service rendered on or after September 1, 2001
CENTRAL VERMONT PUBLIC SERVICE CORPORATION

By: _____

CENTRAL VERMONT PUBLIC SERVICE CORPORATION

RESERVED FOR FUTURE USE

EFFECTIVE: On service rendered on or after September 1, 2001

CENTRAL VERMONT PUBLIC SERVICE CORPORATION

By: _____

CENTRAL VERMONT PUBLIC SERVICE CORPORATION RESIDENTIAL TIME-OF-DAY DELIVERY SERVICE RATE

COMPANY DESIGNATION: 9

AVAILABLE: Throughout the Company's service area.

APPLICABLE: This rate is for the delivery of single-phase electric service at secondary voltage for domestic

purposes in private residences, individual apartments, and farms where all service is taken at one point through one meter. This rate shall not apply for entities engaged in farming where there is no

domestic use supplied through the same meter.

RATE: Billings shall be based on the sum of the following charges:

Service Charge \$0.458 per day

Peak HoursIntermediate HoursOff-Peak HoursDelivery Charge00.000¢ per kWh0.000¢ per kWh0.000¢ per kWh

Competitive Transition Charge: 0.000¢ per kWh Societal Benefits Charge: 0.000¢ per kWh

EFFECTIVE: On service rendered on or after September 1, 2001

CENTRAL VERMONT PUBLIC SERVICE CORPORATION

By: _____

CENTRAL VERMONT PUBLIC SERVICE CORPORATION RESIDENTIAL TIME-OF-DAY DELIVERY SERVICE RATE (Continued)

COMPANY DESIGNATION: 9

For billings normally rendered during the period December 1 through March 31, the following definitions shall apply:

Peak Hours shall be a period of four (4) consecutive hours between 6:00 a.m. and 12:00 p.m. each day, plus a period of four (4) consecutive hours between 3:00 p.m. and 9:00 p.m. each day, Monday through Friday.

Intermediate Hours shall be the period between the two Peak Hours periods, Monday through Friday, plus a period of thirteen (13) consecutive hours between the hours of 6:00 a.m. and 9:00 p.m. Saturday.

Off-Peak Hours shall be all other hours Monday through Saturday, plus all day Sunday.

For billings normally rendered during the period April 1 through November 30, the following definitions shall apply:

Peak Hours shall be a period of thirteen (13) consecutive hours between 6:00 a.m. and 9:00 p.m. each day, Monday through Saturday.

Off-Peak Hours shall be all other hours, Monday through Saturday, plus all day Sunday.

ADJUSTMENT: Subject to adjustment.

TERMS:

The above rate is net, billed monthly or bimonthly at the option of the Company, and payable upon presentation of the bill.

ADDITIONAL SERVICE

CONDITIONS:

- 1. Whenever service has been discontinued at the Customer's request, a charge of \$20.00 shall be made when the Company is required to make a special trip to the Customer's premises during normal working hours to reestablish service. The charge shall be \$10.00 when no such trip is required.
- 2. Service under this rate shall not be available where the State's Rooms and Meals tax is imposed on a dwelling unit's rental.

MINIMUM

CHARGE: \$0.000 per day.

DURATION OF AGREEMENT:

One year and such subsequent 12 month periods as the Company may require until canceled by the Customer on 60 days written notice.

V.P.S.B. No. 6 Tenth Revised Sheet 34.2

EFFECTIVE:	On service rendered on or after September 1, 2001
	CENTRAL VERMONT PUBLIC SERVICE CORPORATION
	By:
	William J. Deehan, Vice President

CENTRAL VERMONT PUBLIC SERVICE CORPORATION

RESERVED FOR FUTURE USE

EFFECTIVE: On service rendered on or after September 1, 2001
CENTRAL VERMONT PUBLIC SERVICE CORPORATION
By: ______

CENTRAL VERMONT PUBLIC SERVICE CORPORATION GENERAL SERVICE TIME-OF-DAY DELIVERY SERVICE RATE

COMPANY DESIGNATION: 10

AVAILABLE: Throughout the Company's service area.

APPLICABLE: For general purposes of Customers whose wiring is so arranged that all service

shall be taken through one meter through one transformer or bank of transformers, except where the Customer elects to provide all additional transformers or banks of transformers other than those owned by the Company as of January 1, 1981. Service will be single-phase or three-phase as available.

MONTHLY RATE: Billing shall be based on the sum of the following charges:

Service Charge: \$0.000 per day, except that the charge shall be \$00.000

per day for customers having transformer rated

metering at primary voltage.

Demand and Energy Charges:

Transmission and distribution-related charges:

\$0.000 per kW of maximum demand established during the period designated as Peak Hours during the current or any one of the prior 11 months, whichever is greater, plus

First 3 kWh per day per kW of maximum demand established during the period designated as Off-Peak Hours during the current or any one of the prior 11 months, whichever is greater @ 0.000¢ per kWh.

EFFECTIVE: On service rendered on or after September 1, 2001

CENTRAL VERMONT PUBLIC SERVICE CORPORATION

By: _____

CENTRAL VERMONT PUBLIC SERVICE CORPORATION GENERAL SERVICE TIME-OF-DAY DELIVERY SERVICE RATE (Continued)

COMPANY DESIGNATION: 10

Current Month Delivery Charge: Peak Hours Off-Peak Hours

\$0.000 per kW plus 0.00¢

0.000¢ per kWh for the first 3

per kWh

kWh per kW per day plus

0.000¢ per kWh for all additional kWh

Competitive Transition Charge: 0.000¢ per kWh

Societal Benefits Charge: 0.000¢ per kWh

ADJUSTMENT: Subject to adjustment.

DETERMINATION OF DEMAND:

Except as hereinafter provided, the Customer's billing demands shall be determined by estimate. The billing demands shall be the highest 15-minute peak values established during the current month during both the periods designated as Peak Hours and Off-Peak Hours.

For three-phase service where the Customer's peak demand during the month exceeds the capability of self-contained metering and the average lagging power factor is determined to be less than 85 percent, there shall be an additional charge computed as the product of the maximum demand times the factor (85 percent divided by the current power factor expressed as a percent) times \$00.000

TERMS:

The above rate is net, billed monthly and payable upon presentation of the bill.

EFFECTIVE: On service rendered on or after September 1, 2001
CENTRAL VERMONT PUBLIC SERVICE CORPORATION
By:
William J. Deehan, Vice President

CENTRAL VERMONT PUBLIC SERVICE CORPORATION

RESERVED FOR FUTURE USE

EFFECTIVE: On service rendered on or after September 1, 2001

CENTRAL VERMONT PUBLIC SERVICE CORPORATION

Ву: _____

CENTRAL VERMONT PUBLIC SERVICE CORPORATION ELECTRIC LOAD MANAGEMENT SERVICE

(Not Available to New Service Locations)

COMPANY DESIGNATION: 13

AVAILABLE: Throughout the Company's service area.

APPLICABLE: For separately metered service to electric storage type space heating, or similar equipment not

requiring the availability of service on a continuous basis. Service shall be available only during such hours as the Company may direct, but not less than eight (8) hours during any 24-hour period.

The rate is for single-phase or three-phase electric service as available.

RATE: Billing shall be based on the sum of the following charges:

Service Charge: \$0.000 per kWh

Delivery Charge: <u>Peak Hours</u> Off-Peak Hours

00.000¢ per kWh \$0.000¢ per kWh

Competitive Transition Charge: 0.000¢ per kWh

Societal Benefits Charge: 0.000¢ per kWh

ADJUSTMENT: Subject to adjustment.

EFFECTIVE: On service rendered on or after September 1, 2001
CENTRAL VERMONT PUBLIC SERVICE CORPORATION
By:
William J. Deehan, Vice President

CENTRAL VERMONT PUBLIC SERVICE CORPORATION OFF-PEAK WATER HEATING DELIVERY SERVICE RATE

COMPANY DESIGNATION: 14

AVAILABLE: Throughout the Company's service area.

APPLICABLE: This rate is for single-phase electric service at secondary voltage for water heating in storage type tanks where conditions permit supplying such water heating service during Off-Peak Hours without requiring additional distribution investment by the Company, subject to the following conditions:

- 1. The heating element capacity connected to the Company's system at any time shall not exceed 60 watts for each gallon of storage capacity or 4500 watts, whichever is greater.
- 2. The customer shall wire to the water heater using approved cable or conduit and make provision for the installation of a separate meter and time control, both of which will be supplied by the Company. Where the heating element capacity connected to the Company's system at any time exceeds 6 kW, the Customer shall provide all necessary load interruption capability required to interrupt service to the water heater(s) when activated by the Company's control device.
- 3. Service will be supplied under this rate only during such hours as the Company may determine from time to time to meet conditions affecting the spare capacity available for this service, but not less than 15 hours daily. Service will not be interrupted for more than five hours in any continuous 10 hour period.

RATE: Billings shall be based on the sum of the following charges:

Service Charge:	\$0.000 per day
Delivery Charge	0.000¢ per kWh
Competitive Transition Charge:	0.000¢ per kWh
Societal Benefits Charge:	0.000¢ per kWh

EFFECTIVE:	On service rendered on or after September 1, 2001
	CENTRAL VERMONT PUBLIC SERVICE CORPORATION
	Ву:
	William J. Deehan, Vice President

CENTRAL VERMONT PUBLIC SERVICE CORPORATION CONTROLLED WATER HEATING DELIVERY SERVICE RATE

COMPANY DESIGNATION: 15

AVAILABLE: Throughout the Company's service area.

APPLICABLE: This rate is for single-phase electric service, up to a maximum of 30 amps measured at a nominal 120/240 volts, for water heating in storage type tanks of not less than 80-gallon capacity where conditions permit supplying such service without requiring investment by the Company in additional generating capacity or distribution facilities, subject to the following conditions:

- 1. The heating element capacity connected to the Company's system at any time shall not exceed 60 watts for each gallon of storage capacity.
- 2. The customer shall wire to the water heater using approved cable or conduit and make provision for the installation of a separate meter and time control, both of which will be supplied by the Company. The Company, at its option, may install one or more current limiting devices to ensure that at no time is it required to deliver more than 30 amps of electric current measured at a nominal 120/240 volts.
- 3. Service will be supplied under this rate only during such hours as the Company may determine from time to time that it has spare capacity available for this service, but not less than eight hours daily.
- This rate is not available for water heating service where the balance of the customer's 4. load is supplied under a rate where charges for usage vary by time of day.

RATE:

Billings shall be based on the sum of the following charges:

Service Charge: \$0.000 per day Delivery Charge: 0.000¢ per kWh Competitive Transition Charge: 0.000¢ per kWh Societal Benefits Charge: 0.000¢ per kWh

EFFECTIVE:	On service rendered on or after September 1, 2001
	CENTRAL VERMONT PUBLIC SERVICE CORPORATION
	Ву:
	William J. Deehan, Vice President